



Amendment No. 6
To
Contract No. GA170000023
For
Fire Hydrant Repair Parts
Between
Core & Main, LP
and the
City of Austin

- 1.0 The City hereby exercises and early extension option for the subject contract. This extension option will be December 23, 2020 to December 23, 2021. No options remain.
- 2.0 The total Contract amount is increased by \$252,647.00 for the extension option period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Name Change 10/04/2017	\$0.00	\$228,410.00
Amendment No. 2: Option 1 – Extension 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 3: Option 2 – Extension 03/28/2019 – 03/27/2020 Price increase of 10% and 25% 03/28/2019	\$252,647.00	\$733,704.00
Amendment No. 4: Option 3 – Extension 03/28/2020 – 03/27/2021 Price Increase. See Exhibit B 03/28/2020	\$252,647.00	\$986,351.00
Amendment No. 5: Administrative increase 11/06/2020	\$62,000.00	\$1,048,351.00
Amendment No. 6: Option 4 - Early Extension 12/23/2020 – 12/23/2021	\$252,647.00	\$1,300,998.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Lucio Martinez 01/12/2021

Printed Name: **LUCIO MARTINEZ**
Authorized Representative

Core and Main, LP
1301 Wells Branch Parkway
Pflugerville, Texas 78660
(512) 990-8470
lucio.martinez@coreandmain.com

Matthew
Sign/Date: Duree

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Digitally signed by
Matthew Duree
Date: 2021.01.12
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Amendment No. 6
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts
Between
Wolseley Industrial, Inc.
dba Ferguson Enterprises, LLC
and the
City of Austin

- 1.0 The City hereby exercises and early extension option for the subject contract. This extension option will be December 23, 2020 to December 23, 2021. No options remain.
- 2.0 The total Contract amount is increased by \$252,647.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 2: Option 2 – Extension 03/28/2019 – 03/27/2020	\$252,647.00	\$733,704.00
Amendment No. 3: Vendor Change 10/29/2019	\$0.00	\$733,704.00
Amendment No. 4: Option 3 – Extension 03/28/2020 – 03/27/2021 Price Increase. See Attachment B. 03/28/2020	\$252,647.00	\$986,351.00
Amendment No. 5: Administrative increase 11/06/2020	\$62,000.00	\$1,048,351.00
Amendment No. 6: Option 4 - Early Extension 12/23/2020 – 12/23/2021	\$252,647.00	\$1,300,998.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed Name:
Authorized Representative

James Green

Wolseley Investments, Inc.
dba Ferguson Enterprises, LLC
200 Park Central Boulevard
Georgetown, Texas 78626
(832) 995-4130
james.green@ferguson.com

Signature & Date: Matthew Duree

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701

Digitally signed by
Matthew Duree
Date: 2021.01.12
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Amendment No. 5
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts
Between
Wolseley Industrial, Inc.
dba Ferguson Enterprises, LLC
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to increase authorization by \$62,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 2: Option 2 – Extension 03/28/2019 – 03/27/2020	\$252,647.00	\$733,704.00
Amendment No. 3: Vendor Change 10/29/2019	\$0.00	\$733,704.00
Amendment No. 4: Option 3 – Extension 03/28/2020 – 03/27/2021 Price Increase. See Attachment B. 03/28/2020	\$252,647.00	\$986,351.00
Amendment No. 5: Administrative increase 11/06/2020	\$62,000.00	\$1,048,351.00

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

James Green 11/10/2020
James Green

Printed Name:
Authorized Representative

Wolseley Investments, Inc.
dba Ferguson Enterprises, LLC
200 Park Central Boulevard
Georgetown, Texas 78626
(832) 995-4130
james.green@ferguson.com

Signature & Date:

Matthew
Duree

Digitally signed by
Matthew Duree
Date: 2020.11.10
16:09:52 -06'00'

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701



Amendment No. 4
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts at AWU
between
Hydraflo, Inc
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to increase authorization by \$62,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 - Extension 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 2: Option 2 - Extension 03/28/2019 – 03/27/2020 Price Increase of 5% 03/28/2019	\$252,647.00	\$733,704.00
Amendment No 3: Option 3 – Extension 03/28/2020 – 03/27/2021	\$252,647.00	\$986,351.00
Amendment No. 4: Administrative increase 11/06/2020	\$62,000.00	\$1,048,351.00

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

11/09/20

Printed Name: Buddy Barbay
Authorized Representative

Hydraflo, Inc.
1030 Milam Street
Beaumont, Texas 77701-4496
(800) 327-7853
bbarbay@hydraflo.com

Matthew

Signature: Duree

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701

Digitally signed by
Matthew Duree
Date: 2020.11.10
16:10:06 -06'00'



Amendment No. 5
To
Contract No. GA170000023
For
Fire Hydrant Repair Parts
Between
Core & Main, LP
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to increase authorization by \$62,000. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Name Change 10/04/2017	\$0.00	\$228,410.00
Amendment No. 2: Option 1 – Extension 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 3: Option 2 – Extension 03/28/2019 – 03/27/2020 Price increase of 10% and 25% 03/28/2019	\$252,647.00	\$733,704.00
Amendment No. 4: Option 3 – Extension 03/28/2020 – 03/27/2021 Price Increase. See Exhibit B 03/28/2020	\$252,647.00	\$986,351.00
Amendment No. 5: Administrative increase 11/06/2020	\$62,000.00	\$1,048,351.00

- 2.0 MBE/WBE goals do not apply to this contract.
- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Lucio Martinez 11/06/2020

Printed Name: LUCIO MARTINEZ-INSIDE SALES
Authorized Representative

Core and Main, LP
1301 Wells Branch Parkway
Pflugerville, Texas 78660
(512) 990-8470
lucio.martinez@coreandmain.com

Matthew
Sign/Date: Duree

Digitally signed by
Matthew Duree
Date: 2020.11.10
16:10:19 -06'00'

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
To
Contract No. GA170000023
For
Fire Hydrant Repair Parts
Between
Core & Main, LP
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 28, 2020 through March 27, 2021. One option will remain.
- 2.0 The City hereby exercises a price increase on the subject contract. The price increase will take effect on March 28, 2020. Details of the increase are found in Exhibit B.
- 3.0 The total contract amount is increased by \$252,647.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Name Change 10/04/2017	\$0.00	\$228,410.00
Amendment No. 2: Option 1 – Extension 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 3: Option 2 – Extension 03/28/2019 – 03/27/2020 Price increase of 10% and 25% 03/28/2019	\$252,647.00	\$733,704.00
Amendment No. 4: Option 3 – Extension 03/28/2020 – 03/27/2021 Price Increase. See Exhibit B 03/28/2020	\$252,647.00	\$986,351.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Lucio Martinez 03/27/2020

Printed Name: Lucio Martinez
Authorized Representative

Core and Main, LP
1301 Wells Branch Parkway
Pflugerville, Texas 78660
(512) 990-8470
lucio.martinez@coreandmain.com

Sign/Date: Matthew Duree 3/30/20

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

GA170000023
Amendment No. 4
Core & Main, LP
Fire Hydrant Repair Parts
Exhibit B

ITEM	ITEM DESCRIPTION	UNIT	Old Unit Price	Modifier	New Unit Price
1	Hydrant Part Mueller Centurion 5-1/4 0-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO.	EA	\$1.62	1.111	\$1.80
2	Hydrant Part Clow Medallion Main Valve Clow Medallion #M-21 or approved equal. MFG. NAME & NO.	EA	\$51.79	1.111	\$57.54
3	Hydrant Part Clow Medallion Main Valve Kit - Clow Medallion Main Valve kit or approved equal. MFG. NAME & NO.	EA	\$65.51	1.1111	\$72.79
4	Hydrant Part Clow Medallion Seat Ring Clow Medallion #M19 or approved equal. MFG. NAME & NO.	EA	\$305.49	1.1111	\$339.43
5	Hydrant Part Clow Medallion Operating Nut Clow Medallion #M-3 or approved equal. MFG. NAME & NO.	EA	\$112.10	1.1111	\$124.55
6	Hydrant Part Clow Medallion Operating Nut Clow Medallion 2500 #1 or approved equal. MFG. NAME & NO.	EA	\$131.77	1.1111	\$146.41
7	Hydrant Part Clow Medallion 6 inch Extension Kit Clow Medallion 2500 or approved equal MFG. NAME & NO.	EA	\$371.64	1.1111	\$412.93
8	Hydrant Part Clow Medallion 12 Inch Extension Kit Clow Medallion 2500 or approved equal. MFG. NAME & NO.	EA	\$433.98	1.1111	\$482.20
9	Hydrant Part 5 1/4 traffic repair kit, Iowa or approved equal. MFG. NAME & NO.	EA	\$168.11	1.1111	\$186.79
11	Hydrant Part 5 1/4 Traffic Repair Part Kit Eddy or approved equal. MFG. NAME & NO.	EA	\$182.00	1.1111	\$202.22
12	Hydrant Part M & H Pumper Nozzle 4" M&H 929 Pumper Nozzle #14 or buyer approved equal. MFG. NAME & NO.	EA	\$262.90	N/A	N/A
14	Hydrant Part Clow Medallion 5 1/4 Upper Valve Plate Clow Medallion M17 or approved equal. MFG. NAME & NO.	EA	\$179.06	1.1111	\$198.95
29	Hydrant Part 5 1/4 Clow Medallion main valve kit M15, M16, M18, M20, M21, M22 or approved equal. MFG. NAME & NO.	EA	\$447.00	1.1111	\$496.66
32	Hydrant Part 5 1/4 Kennedy Guardian K81A drain valve K8136 or buyer approved equal. MFG. NAME & NO.	EA	\$262.50	N/A	N/A
35	Hyd Part Kennedy 5 1/4 Repair Kit K10B Model or approved equal. MFG. NAME & NO.	EA	\$275.00	N/A	N/A
50	Hydrant Part Kennedy Operating Nut Kennedy K81A Operating Nut K8102 or approved equal. MFG. NAME & NO.	EA	\$250.00	N/A	N/A
61	Hydrant Part Clow Medallion 5-1/4 Extension Kit 6 Inch Clow Medallion 5-1/4 Extension Kit 6 Inch R1620679 or approved equal. MFG. NAME & NO.	EA	\$390.51	1.1111	\$433.90

GA170000023
Amendment No. 4
Core & Main, LP
Fire Hydrant Repair Parts
Exhibit B

62	Hydrant Part Clow Medallion 5-1/4 Extension Kit 12 Inch Clow Medallion 5-1/4 Extension Kit 12 Inch R1620665 or approved equal. MFG. NAME & NO.	EA	\$433.98	1.1111	\$482.20
63	Hydrant Part Clow Medallion 5-1/4 Extension Kit 18 Inch Clow Medallion 5-1/4 Extension Kit 18 Inch R1620666 or approved equal. MFG. NAME & NO.	EA	\$492.53	1.1111	\$547.25
64	Hydrant Part Clow Medallion 5-1/4 Extension Kit 24 Inch Clow Medallion 5-1/4 Extension Kit 24 Inch R1620667 or approved equal. MFG. NAME & NO.	EA	\$535.03	1.1111	\$594.47
65	Hydrant Part Clow Medallion 5-1/4 Repair Kit Clow Medallion Repair Kit R1620653 or approved equal. MFG. NAME & NO.	EA	\$178.00	1.11067	\$197.70
66	Hydrant Part Clow Medallion 5-1/4 Repair Kit 2500 Clow Medallion Repair Kit 2500 #F2500 or approved equal. MFG. NAME & NO.	EA	\$333.33	1.11109	\$370.36
67	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 2-1/2 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	EA	\$95.79	1.11109	\$106.43
68	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 4 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	EA	\$198.63	1.11109	\$220.70
76	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amllok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$290.54	1.11109	\$322.82
81	Hydrant Part Mueller Centurion Improved 5-1/4 Bottom Barrel Extension 2 Foot Mueller Centurion #A-320 or approved equal. MFG. NAME & NO.	EA	\$336.23	1.12101	\$376.92
82	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$53.45	1.11109	\$59.39
83	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 4 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$262.90	N/A	N/A
84	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 2 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$119.74	N/A	N/A
85	Hydrant Part M & H 129 Pumper Nozzle 4 inch M & H 129 No. 15 or approved equal. MFG. NAME & NO.	EA	\$252.90	N/A	N/A
108	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 6 Inch or approved equal. MFG. NAME & NO.	EA	\$232.22	1.1111	\$258.02
109	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	EA	\$291.18	1.1111	\$323.53
110	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 18 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	EA	\$305.56	1.1111	\$339.51

GA170000023
Amendment No. 4
Core & Main, LP
Fire Hydrant Repair Parts
Exhibit B

114	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 18 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	EA	\$644.20	N/A	N/A
115	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 24 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	EA	\$599.80	N/A	N/A
133	Hydrant Part Mueller Centurion Upper Barrel A24 with Nozzle Mueller Centurion A18 Pumper A-14 Operator Nut and Stem.	EA	\$1,180.94	1.111106	\$1,312.15
134	Hydrant Part Mueller Centurion Upper Barrel with Nozzle operator nut and stem American Darling B84B 84-18-60.	EA	\$1,461.69	1.111111	\$1,624.10
135	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	EA	\$1,665.45	1.111111	\$1,850.50
136	Hydrant Part M & H 5-1/4" Upper Barrel Operator Nut and Stem with Nozzle M & H 129 #26.	EA	\$1,015.83	N/A	N/A
137	Hydrant Part M & H Main Hydrant Valve Rubber M&H 929 Valve No A-45 M&3.	EA	\$65.05	N/A	N/A
138	Hydrant Part M & H 129 Hose Nozzle 2-1/2 Inch M&H 129 No. 14 or buyer approved equal.	EA	\$75.00	N/A	N/A



Amendment No. 4
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts
Between
Wolseley Industrial, Inc.
dba Ferguson Enterprises, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 28, 2020 to March 27, 2021. One option will remain.
- 2.0 The City hereby exercises a price increase to the subject contract. Refer to Attachment B for details. The price increase will take effect on March 28, 2020.
- 3.0 The total Contract amount is increased by \$252,647.00, each and combined, for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 2: Option 2 – Extension 03/28/2019 – 03/27/2020	\$252,647.00	\$733,704.00
Amendment No. 3: Vendor Change 10/29/2019	\$0.00	\$733,704.00
Amendment No. 4: Option 3 – Extension 03/28/2020 – 03/27/2021 Price Increase. See Attachment B. 03/28/2020	\$252,647.00	\$986,351.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

James Green 3/11/2020

Printed Name: James Green
Authorized Representative

Wolseley Investments, Inc.
dba Ferguson Enterprises, LLC
200 Park Central Boulevard
Georgetown, Texas 78626
(832) 995-4130
james.green@ferguson.com

Signature & Date:

Matthew Duree 3/30/20

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701

Attachment B
GA170000023 - Ferguson Enterprises, LLC - Price Increase
Fire Hydrant, Upper Barrels, Stems and Repair Parts

ITEM NO.	ITEM DESCRIPTION	City Stock Number	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	Old Price	New Price	Modifier
1	Hydrant Part Mueller Centurion 5-1/4 0-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO.	340-60-540-002	10	EA	\$1.47	\$1.59	7.55%
10	Hydrant Part 5 1/4 repair kit Waterous or approved equal. MFG. NAME & NO.	340-60-135-004	5	EA	\$68.35	\$75.95	10.01%
13	Hydrant Part American Darling Housing Cover Fiber Gaske American Darling B84B or approved equal. MFG. NAME & NO.	340-60-450-016	200	EA	\$8.15	\$9.29	12.27%
15	Hydrant Part American Darling B62B breakable rod coupling 62-29-30 or approved equal. MFG. NAME & NO.	340-60-110-004	15	EA	\$57.81	\$65.87	12.24%
16	Hydrant Part American Darling B62B seat O ring outside 62-36-2 or approved equal. MFG. NAME & NO.	340-60-110-008	30	EA	\$21.49	\$24.49	12.25%
17	Hydrant Part American Darling B62B seat O-ring inside 62-36-3 or approved equal. MFG. NAME & NO.	340-60-110-009	30	EA	\$14.82	\$16.89	12.26%
18	Hydrant Part American Darling B62B frangible bolt and nut (break away bolt) or approved equal. MFG. NAME & NO.	340-60-110-010	600	EA	\$103.51	\$112.78	8.22%
19	Hydrant Part American Darling B62B main valve 62-41 or approved equal. MFG. NAME & NO.	340-60-110-011	10	EA	\$88.94	\$101.34	12.24%
20	Hydrant Part American Darling B62B hose nozzle O ring 62-20-61 or approved equal. MFG. NAME & NO.	340-60-110-014	150	EA	\$8.15	\$9.29	12.27%
21	Hydrant Part American Darling B62B pumper nozzle O ring 62-25-61 or approved equal. MFG. NAME & NO.	340-60-110-016	150	EA	\$8.89	\$10.14	12.33%
22	Hydrant Part American Darling B84B pipe plug 84-5-3 or approved equal. MFG. NAME & NO.	340-60-110-017	100	EA	\$5.93	\$6.76	12.28%
23	Hydrant Part American Darling B62B pipe plug 62-5-3 or approved equal. MFG. NAME & NO.	340-60-110-018	100	EA	\$5.93	\$6.76	12.28%
24	Hydrant Part American Darling B84B seat O ring 84-36-1 or approved equal. MFG. NAME & NO.	340-60-450-002	50	EA	\$14.82	\$16.89	12.26%

25	Hydrant Part American Darling B84B housing O ring 84-2-2 or approved equal. MFG. NAME & NO.	340-60-450-005	50	EA	\$8.15	\$9.29	12.27%
26	Hydrant Part American Darling B62B drain lever rivet 62-34 or approved equal. MFG. NAME & NO.	340-60-450-007	50	EA	\$5.93	\$6.76	12.28%
27	Hydrant Part American Darling B62B upper rod 62-30-11 or approved equal. MFG. NAME & NO.	340-60-450-012	10	EA	\$204.56	\$233.07	12.23%
28	Hydrant Part American Darling B84B upper rod 84-30-11 or approved equal. MFG. NAME & NO.	340-60-450-013	10	EA	\$171.21	\$195.07	12.23%
31	Hydrant Part 5 1/4 American Darling B84B traffic model rod coupling 84-29-30 or buyer approved equal. MFG. NAME & NO.	340-60-541-009	15	EA	\$57.81	\$65.87	12.24%
33	Hydrant Part American Darling B84B main hydrant valve 84-41 or approved equal. MFG. NAME & NO.	340-60-541-099	60	EA	\$88.94	\$101.34	12.24%
36	Hydrant Part American Darling Operating Nut American Darling B62B Operating Nut 62-1 or approved equal. MFG. NAME & NO.	340-60-110-001	125	EA	\$234.95	\$267.69	12.23%
37	Hydrant Part Mueller Centurion Retaining Screw Nozzle Lock Mueller Centurion #A-13 or approved equal. MFG. NAME & NO.	340-60-127-002	200	EA	\$0.53	\$0.53	0.00%
38	Hydrant Part American Darling Steel Spring American Darling B62B No.62-30-03 or approved equal. MFG. NAME & NO.	340-60-450-001	20	EA	\$85.98	\$97.96	12.23%
39	Hydrant Part American Darling Housing cover American Darling B62B #62-9 or approved equal. MFG. NAME & NO.	340-60-450-003	20	EA	\$65.96	\$75.16	12.24%
40	Hydrant Part American Darling Cover Fiber Gasket American Darling B62B #62-13 or approved equal. MFG. NAME & NO.	340-60-450-004	75	EA	\$8.15	\$9.29	12.27%
41	Hydrant Part American Darling Drain Lever American Darling B62B #62-31 or approved equal. MFG. NAME & NO.	340-60-450-008	15	EA	\$168.99	\$192.54	12.23%
42	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35 or approved equal. MFG. NAME & NO.	340-60-450-009	30	EA	\$362.44	\$412.94	12.23%
43	Hydrant Part American Darling Valve Top American Darling B62B Valve Top #62-40 or approved equal. MFG. NAME & NO.	340-60-450-010	15	EA	\$57.81	\$65.87	12.24%
44	Hydrant Part American Darling Valve Bottom American Darling B62B Valve Bottom #62-42 or approved equal. MFG. NAME & NO.	340-60-450-011	10	EA	\$102.28	\$116.54	12.24%
45	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35-02 or approved equal. MFG. NAME & NO.	340-60-450-014	20	EA	\$362.44	\$412.94	12.23%

46	Hydrant Part American Darling Pump Nozzle American Darling Pump Nozzle #62-25-60 and 84-25-60 (2005 and newer) or approved equal. MFG. NAME & NO.	340-60-450-015	20	EA	\$290.54	\$331.03	12.23%
47	Hydrant Part American Darling Threaded Breakaway Couples Mueller Improved Threaded Break Away Couples Safe H-95 or approved equal. MFG. NAME & NO.	340-60-540-008	15	EA	\$40.34	\$47.29	14.70%
48	Hydrant Part American Darling 5 1/4 Seat Ring American Darling B84B Seat Ring 84-35-02 or approved equal. MFG. NAME & NO.	340-60-541-002	40	EA	\$355.02	\$404.49	12.23%
49	Hydrant Part American Darling Hydrant Spring American Darling B84B Hydrant Spring 84-30-03 or approved equal. MFG. NAME & NO.	340-60-542-000	15	EA	\$85.98	\$97.96	12.23%
51	Hydrant Part American Darling Operating Nut American Darling B84B Operating Nut 84-1 or approved equal. MFG. NAME & NO.	340-60-542-011	60	EA	\$204.56	\$233.07	12.23%
52	Hydrant Part American Darling Nose Nuzzle 2 1/2" American Darling B84B Nose Nuzzle 2 1/2" 54-84-20-3 or approved equal. MFG. NAME & NO.	340-60-542-012	40	EA	\$102.28	\$116.54	12.24%
53	Hydrant Part American Darling Pumper Nuzzle 4" American Darling B84B Pumper Nuzzle 4" 84-25-3 or approved equal. MFG. NAME & NO.	340-60-542-013	15	EA	\$290.54	\$331.03	12.23%
54	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-49 or approved equal. MFG. NAME & NO.	340-60-580-001	15	EA	\$11.96	\$16.67	28.25%
55	Hydrant Part Mueller Centurion Lock Washer Mueller Centurion Lock Washer #A-48 or approved equal. MFG. NAME & NO.	340-60-580-002	30	EA	\$2.75	\$2.99	8.03%
56	Hydrant Part Mueller Centurion Cap Nut Seal Mueller Centurion Cap Nut Seal #A-47 or approved equal. MFG. NAME & NO.	340-60-580-003	50	EA	\$1.06	\$1.16	8.62%
57	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-46 or approved equal. MFG. NAME & NO.	340-60-580-004	15	EA	\$17.73	\$18.62	4.78%
58	Hydrant Part Mueller Centurion Improved Valve Plate Nut Mueller Centurion Improved Valve Plate Nut #H-90 approved equal. MFG. NAME & NO.	340-60-580-006	50	EA	\$6.48	\$7.03	7.82%
59	Hydrant Part Mueller Centurion Improved Cap Nut Brass Mueller Centurion Improved Cap Nut Brass #H-91 or approved equal. MFG. NAME & NO.	340-60-580-007	20	EA	\$16.73	\$18.11	7.62%
69	Hydrant Part American Darling Ground Line Extension Kit 6 Inch American Darling 5-1/4 B-84B Extension Kit 6 Inch or approved equal. MFG. NAME & NO.	340-60-111-005	10	EA	\$145.31	\$158.13	8.11%
70	Hydrant Part American Darling Ground Line Extension Kit 12 Inch American Darling 5-1/4 B-84B Extension Kit 12 Inch or approved equal. MFG. NAME & NO.	340-60-111-006	15	EA	\$169.66	\$184.63	8.11%
71	Hydrant Part American Darling Ground Line Extension Kit 18 Inch American Darling 5-1/4 B-84B Extension Kit 18 Inch or approved equal. MFG. NAME & NO.	340-60-111-007	10	EA	\$193.20	\$210.24	8.11%

72	Hydrant Part American Darling Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-84B Extension Kit 24 Inch or approved equal. MFG. NAME & NO.	340-60-111-008	10	EA	\$218.09	\$237.33	8.11%
73	Hydrant Part American Darling B-62B Traffic Repair Kit American Darling 5-1/4 B-62B Hydrant Traffic Repair Kit (1986 and newer) approved equal. MFG. NAME & NO. .	340-60-581-001	50	EA	\$105.00	\$112.78	6.90%
74	Hydrant Part American Darling B-84B Traffic Repair Kit American Darling 5-1/4 B-84B Hydrant Traffic Repair Kit or approved equal. MFG. NAME & NO.	340-60-581-002	80	EA	\$93.31	\$100.22	6.89%
75	Hydrant Part American Darling nozzle fits B62B & B-84B 2-1/2 inch - American Flow Control #62-20-3 & 84-20-3 Hose nozzles-Amlok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-110-013	30	EA	\$102.28	\$120.00	14.77%
76	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amlok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-110-015	15	EA	\$290.54	\$336.00	13.53%
77	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 12 Inch Long American Darling 5-1/4 B-62B Extension Kit 12 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-001	20	EA	\$193.20	\$210.24	8.11%
78	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 18 Inch Long American Darling 5-1/4 B-62B Extension Kit 18 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-002	10	EA	\$225.40	\$245.28	8.11%
79	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-62B Extension Kit 24 Inch (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-003	10	EA	\$258.68	\$281.49	8.10%
80	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 6 Inch Long American Darling 5-1/4 B-62B Extension Kit 6 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-004	10	EA	\$162.08	\$176.38	8.11%
82	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-127-004	10	EA	\$48.59	\$51.03	4.78%
109	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	340-60-126-001	45	EA	\$264.71	\$286.55	7.62%
135	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	340-60-541-096	25	EA	\$1,514.05	\$1,572.93	3.74%
139	Hydrant Part American Darling Retainer Hose Nozzle American Darling Retainer Hose Nozzle #62-20-62/84-20-62.	340-60-450-017	75	EA	\$37.06	\$42.23	12.24%
140	Hydrant Part American Darling Retainer Pump Nozzle American Darling Retainer Pump Nozzle #62-25-62/84-25-62.	340-60-450-018	75	EA	\$48.18	\$54.89	12.22%
141	Hydrant Part American Darling Valve Part Operating Nut American Darling 4"-12".	670-76-580-001	50	EA	\$32.61	\$37.16	12.24%



Amendment No. 3
to
Contract No. GA170000023
For
Fire Hydrant Repair Parts
Between
Ferguson Enterprises, Inc.
dba Wolseley Industrial Group
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Ferguson Enterprises, Inc. dba Wolseley Industrial Group	Wolseley Investments, Inc. dba Ferguson Enterprises, LLC
Vendor Code	FER1841250	V00000964029
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

10-29-19

Date



Amendment No. 2
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts
between
Ferguson Enterprises Inc.
dba Wolseley Industrial Group
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 28, 2019 to March 27, 2020. Two options remain.
- 2.0 The total Contract amount is increased by \$252,647.00, each and combined, for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 2: Option 2 – Extension 03/28/2019 – 03/27/2020	\$252,647.00	\$733,704.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: [Signature] 3/15/2019
Printed Name:
Authorized Representative

Ferguson Enterprises Inc.
dba Wolseley Industrial Group
200 Park Central Boulevard
Georgetown, Texas 78626
(832) 995-4130
jeffery.moreland@ferguson.com

Signature & Date: [Signature] 3-20-2019
Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts
between
Ferguson Enterprises Inc., dba Wolseley Industrial Group
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 28, 2018 to March 27, 2019. Three options remain.
- 2.0 The total Contract amount is increased by \$252,647.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/17 – 03/27/18	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 03/28/18 – 03/27/19	\$252,647.00	\$481,057.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed Name:

Authorized Representative

Signature & Date:

Matthew Duree, Procurement Manager
City of Austin
Purchasing Office

Ferguson Enterprises Inc.,
dba Wolseley Industrial Group
200 Park Central BLVD
Georgetown, TX 78626



Amendment No. 3
To
Contract No. GA170000023
For
Fire Hydrant Repair Parts and AWU
Between
Core & Main, LP
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 28, 2019 through March 27, 2020. Two options will remain.
- 2.0 The City hereby grants the above-referenced contract a price increase of ten percent (10%) and twenty-five percent (25%) to items listed below in Table 2.0. The price increase is effective March 28, 2019.

Item	Description	Unit	Old Price	Modifier	New Price
1	Hydrant Part Mueller Centurion 5-1/4 0-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO.	EA	\$1.47	1.10	\$1.62
11	Hydrant Part M & H Pumper Nozzle 4" M&H 929 Pumper Nozzle #14 or buyer approved equal. MFG. NAME & NO.	EA	\$210.32	1.25	\$262.90
14	Hydrant Part 5 1/4 Kennedy Guardian K81A drain valve K8136 or buyer approved equal. MFG. NAME & NO.	EA	\$210.00	1.25	\$262.50
15	Hyd Part Kennedy 5 1/4 Repair Kit K10B Model or approved equal. MFG. NAME & NO.	EA	\$220.00	1.25	\$275.00
16	Hydrant Part Kennedy Operating Nut Kennedy K81A Operating Nut K8102 or approved equal. MFG. NAME & NO.	EA	\$200.00	1.25	\$250.00
25	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amluk (Both are interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$290.54	1.10	\$319.59
26	Hydrant Part Mueller Centurion Improved 5-1/4 Bottom Barrel Extension 2 Foot Mueller Centurion #A-320 or approved equal. MFG. NAME & NO.	EA	\$305.66	1.10	\$336.23
27	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$48.59	1.10	\$53.45
28	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 4 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$210.32	1.25	\$262.90
29	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 2 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	EA	\$95.79	1.25	\$119.74
30	Hydrant Part M & H 129 Pumper Nozzle 4 inch M & H 129 No. 15 or approved equal. MFG. NAME & NO.	EA	\$210.32	1.25	\$262.90
31	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 6 Inch or approved equal. MFG. NAME & NO.	EA	\$211.11	1.10	\$232.22
32	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	EA	\$264.71	1.10	\$291.18
33	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 18 inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	EA	\$277.78	1.10	\$305.56
34	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 18 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	EA	\$515.36	1.25	\$644.20
35	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 24 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	EA	\$559.84	1.25	\$699.80

36	Hydrant Part Mueller Centurion Upper Barrel A24 with Nozzle Mueller Centurion A18 Pumper A-14 Operator Nut and Stem.	EA	\$1,073.58	1.10	\$1,180.94
37	Hydrant Part Mueller Centurion Upper Barrel with Nozzle operator nut and stem American Darling B84B 84-18-60.	EA	\$1,331.54	1.10	\$1,464.69
38	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	EA	\$1,514.05	1.10	\$1,665.46
39	Hydrant Part M & H 5-1/4" Upper Barrel Operator Nut and Stem with Nozzle M & H 129 #26.	EA	\$812.50	1.25	\$1,015.63
40	Hydrant Part M & H Main Hydrant Valve Rubber M&H 929 Valve No A-45 M&3.	EA	\$52.06	1.25	\$65.08
41	Hydrant Part M & H 129 Hose Nozzle 2-1/2 Inch M&H 129 No. 14 or buyer approved equal.	EA	\$60.00	1.25	\$75.00

3.0 The total contract amount is increased by \$252,647.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Name Change 10/04/2017	\$0.00	\$228,410.00
Amendment No. 2: Option 1 – Extension 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 3: Option 2 – Extension 03/28/2019 – 03/27/2020 Price increase of 10% and 25% 03/28/2019	\$252,647.00	\$733,704.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract,

Sign/Date:

3/19/19

Sign/Date:

3-20-19

Printed Name:

Authorized Representative

Core and Main, LP
1301 Wells Branch Parkway
Pflugerville, Texas 78660
(512) 990-8470
erik.olivarez@coreandmain.com

Matthew Duree

Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts at AWU
between
Core & Main LP.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 28, 2018, to March 27, 2019. Three extensions remain.
- 2.0 The total Contract amount is increased by \$252,647.00 each and combined between multiple contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/17 – 03/27/18	\$228,410.00	\$228,410.00
Amendment No. 1: Name Change	\$0.00	\$228,410.00
Amendment No. 2: Option 1 03/28/18 – 03/27/19	\$252,647.00	\$481,057.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Printed Name: Matt Delock
Authorized Representative

Signature: _____

Matthew Duree 3-12-18
Matthew Duree, Procurement Manager
City of Austin
Purchasing Office

Core & Main LP.
1301 Wells Branch Pkwy
Pflugerville, TX 78660




Amendment No. 1
to
Contract No. GA170000023
for
Fire Hydrant Upper Barrels, Stems and Repair Parts
between
HD Supply Waterworks, LTD
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	HD Supply Waterworks, LTD	Core & Main, LP
Vendor Code	HUG8319237	HUG8319237
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.


Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

10-4-14
Date



Amendment No. 2
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts at AWU
between
Hydraflo, Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. This extension option will be effective from March 28, 2019 through March 27, 2020. Two options remain.
- 2.0 The City hereby grants the above-referenced contract a five percent (5%) price increase to the items listed below in Table 2.0. The price increase is effective March 28, 2019.

Item	Description	Unit	Old Price	Modifier	New Price
1	Hydrant Part Mueller Improved Threaded Break Away Safety Stem Co	EA	\$51.88	1.05	\$54.48
3	Hydrant Pat Mueller Improved Upper Stem #H-74	EA	\$86.53	1.05	\$90.86
4	Hydrant Part Mueller Centurion Stem Upper Barrel A-11	EA	\$78.98	1.05	\$82.93
5	Hydrant Part Mueller Centurion Oil Filler Plug A-7	EA	\$1.50	1.05	\$1.58
6	Hydrant Part Mueller Centurion 5-1/4 Upper Valve Plate #A-36	EA	\$119.84	1.05	\$125.83
7	Hydrant Part Mueller Centurion O-Ring for 2-1/2" Nozzle #A-20	EA	\$2.31	1.05	\$2.43
8	Hydrant Part Mueller Centurion O-Ring for 2-21/2" Nozzle #A-20	EA	\$158.06	1.05	\$165.96
9	Hydrant Part Mueller Centurion 5-1/4" O-Ring Bottom Seat #A-44	EA	\$2.31	1.05	\$2.43
10	Hydrant Part Mueller IMP 5-14 Leather Valve #H-81	EA	\$2.65	1.05	\$2.78
11	Hydrant Part Mueller IMP 5-1/4 O-Ring Seal #H-93	EA	\$2.31	1.05	\$2.43
12	Hydrant Part Mueller IMP 5-1/4 Operating Nut #H-51	EA	\$110.84	1.05	\$116.38
13	Hydrant Part Mueller IMP 5-1/4 Seat Ring #H-87	EA	\$158.06	1.05	\$165.96
14	Hydrant Part Mueller IMP 5-1/4 Upper Valve Plate #H-83	EA	\$119.84	1.05	\$125.83
15	Hydrant Part Kennedy K81A 5-1/4 Main Valve #K8131	EA	\$49.50	1.05	\$51.98
16	Hydrant Part Kennedy Guardian 5-1/4 Repair Kit K81A	EA	\$97.00	1.05	\$101.50
17	Hydrant Part M&H 29T 5-1/4 Repair Kit	EA	\$80.18	1.05	\$84.19
18	Hydrant Part 5 1/4 M&H 929 Hose Nozzle 1 1/2"	EA	\$58.04	1.05	\$60.94
19	Hydrant Part M&H 929 5-1/4 Repair Kit	EA	\$84.20	1.05	\$88.41
20	Hydrant Part 5 1/4 Kennedy Guardian K81A Upper Stem K8114	EA	\$78.98	1.05	\$82.93
21	Hydrant Part Mueller 5-1/4" Main Valve Rubber	EA	\$36.30	1.05	\$38.12
22	Hydrant Part M&H 29T 5-1/4 Operating Nut	EA	\$113.60	1.05	\$119.28
23	Hydrant Part Mueller Centurion 5-1/4 Pumper Nozzle #A-14	EA	\$136.62	1.05	\$143.45
24	Hydrant Part Mueller IMP 5-1/4 Repair Kit	EA	\$98.00	1.05	\$102.90
25	Hydrant Part Kennedy Guardian 5-1/4 Extension 12" K81A	EA	\$222.60	1.05	\$233.73
26	Hydrant Part Kennedy Guardian 5-1/4 Extension SZ 6" K81A	EA	\$194.36	1.05	\$204.08
27	Hydrant Part Mueller IMP 5-1/4 Hose Nozzle Cap #H-67	EA	\$41.80	1.05	\$43.89
28	Hydrant Part Mueller IMP 5-1/4 Hose Nozzle Cap 2-1/2" #H-71	EA	\$30.36	1.05	\$31.88
29	Hydrant Part M&H 29T 5-1/4 Repair Kit	EA	\$80.18	1.05	\$84.19
30	Hydrant Part M&H 129 5-1/4 Hose Nozzle 2-1/2"	EA	\$58.04	1.05	\$60.94
31	Hydrant Part 5 1/4 M&H 929 Hose Nozzle 2 1/2"	EA	\$58.04	1.05	\$60.94
32	Hydrant Part 5 1/4 M&H 929 Extension 12"	EA	\$238.91	1.05	\$250.86
33	Hydrant Part 5 1/4 M&H 929 Extension 18"	EA	\$273.99	1.05	\$287.69
34	Hydrant Part 5-1/4" M&H 929 Extension 24"	EA	\$302.81	1.05	\$317.95
35	Hydrant Part M&H 129 5-1/4" Extension Kit 12" Size	EA	\$224.83	1.05	\$236.07
36	Hydrant Part M&H 129 5-1/4" Extension Kit 18" Size	EA	\$258.75	1.05	\$271.69
37	Hydrant Part M&H 5-1/4" Extension Kit 24" Size	EA	\$292.85	1.05	\$307.49
38	Hydrant Part Mueller Gasket Hose Nozzle 1-1/2 Mueller #A-19	EA	\$2.31	1.05	\$2.43
39	Hydrant Part Mueller Gasket Pumper Nozzle Mueller Part #A-15	EA	\$3.50	1.05	\$3.68
40	Catalog pricing	EA	\$0.00	1.05	\$0.00

- 3.0 The total Contract amount is increased by \$252,647.00 each and combined between multiple contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/2017 – 03/27/2018	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 - Extension 03/28/2018 – 03/27/2019	\$252,647.00	\$481,057.00
Amendment No. 2: Option 2 - Extension 03/28/2019 – 03/27/2020 Price Increase of 5% 03/28/2019	\$252,647.00	\$733,704.00


- 4.0 MBE/WBE goals were not established for this contract.

- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:



Printed Name: Buddy Barbay - Vice President
Authorized Representative

Hydraflo, Inc.
1030 Milam Street
Beaumont, Texas 77701-4496
(800) 327-7853
bbarbay@hydraflo.com

Signature:



Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GA170000023
for
Fire Hydrant Repair Parts at AWU
between
Hydraflo Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 28, 2018, to March 27, 2019. Three extensions remain.
- 2.0 The total Contract amount is increased by \$252,647.00 each and combined between multiple contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/28/17 – 03/27/18	\$228,410.00	\$228,410.00
Amendment No. 1: Option 1 03/28/18 – 03/27/19	\$252,647.00	\$481,057.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Handwritten signature of Buddy Barbay in blue ink.

Printed Name: Buddy Barbay
Authorized Representative

Signature:

Handwritten signature of Matthew Duree in blue ink, dated 3-12-18.

Matthew Duree, Procurement Manager
City of Austin
Purchasing Office

Hydraflo Inc.
1030 Milam St.
Beaumont, TX 77701



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 28, 2017

Ferguson Enterprises, Inc. dba Ferguson Waterworks

James Green

Inside Sales

200 Park Central Blvd.

Georgetown, TX 78626

James.green@ferguson.com

Dear Mr. Green:

The Austin City Council approved the execution of a contract with your company for Fire Hydrant Parts in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.Richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Fire Hydrant Repair Parts
Contractor Name:	Ferguson Enterprises, Inc. dba Ferguson Waterworks
Contract Number:	MA 2200 GA17000023
Contract Period:	3/28/17 – 3/27/18
Dollar Amount	\$228,410 each and Combined
Extension Options:	4 x 12 month options (\$252,647.00 each option each combined)
Requisition Number:	RQM 2200 16060300491
Solicitation Type & Number:	IFB ISR0017 REBID
Agenda Item Number:	30
Council Approval Date:	3/23/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela

Procurement Specialist III

City of Austin

Purchasing Office

cc: Darrell Richmond
Jerry Perez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
FERGUSON ENTERPRISES, INC DBA FERGUSON WATERWORKS ("Contractor")
for
FIRE HYDRANTS REPAIR PARTS
MA 2200 GA170000023**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ferguson Enterprises Inc. dba Ferguson Waterworks, having offices at Georgetown, TX 78626 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB ISR0017 REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), ISR0017 REBID including all documents incorporated by reference
- 1.1.3 Ferguson Enterprises Inc. dba Ferguson Waterworks Offer, dated 11/15/2016

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$228,410 each and combined for the initial Contract term and \$252,647 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 Attachment A is list of awarded line items.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Ferguson Enterprises, Inc.

James Green
Printed Name of Authorized Person
[Signature]
Signature
Inside Sales
Title:
3/24/2017
Date:

CITY OF AUSTIN

Georgia Billela
Printed Name of Authorized Person
[Signature]
Signature
Procurement Specialist III
Title:
3/28/17
Date:

CITY OF AUSTIN

Matthew Dree
Printed Name of Authorized Person
[Signature]
Signature
Procurement Specialist
Title:
3-28-17
Date:

Exhibit A- Awarded Line Items

ATTACHMENT A
Ferguson Enterprises Inc. Award Lines

ITEM	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	MFG Name & #	EXT PRICE
1	Hydrant Part Mueller Centurion 5-1/4 O-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO.	23	EA	\$1.47	Muller	\$33.81
10	Hydrant Part 5 1/4 repair kit Waterous or approved equal. MFG. NAME & NO.	28	EA	\$68.35	American Flow Control/Waterous	\$1,913.80
13	Hydrant Part American Darling Housing Cover Fiber Gaske American Darling B84B or approved equal. MFG. NAME & NO.	21	EA	\$8.15	AFC	\$171.15
15	Hydrant Part American Darling B62B breakable rod coupling 62-29-30 or approved equal. MFG. NAME & NO.	27	EA	\$57.81	AFC	\$1,580.87
16	Hydrant Part American Darling B62B seat O ring outside 62-36-2 or approved equal. MFG. NAME & NO.	25	EA	\$21.49	AFC	\$537.25
17	Hydrant Part American Darling B62B seat O-ring inside 62-36-3 or approved equal. MFG. NAME & NO.	23	EA	\$14.82	AFC	\$340.86
18	Hydrant Part American Darling B62B frangible bolt and nut (break away bolt) or approved equal. MFG. NAME & NO.	18	EA	\$103.51	AFC	\$1,863.18
19	Hydrant Part American Darling B62B main valve 62-41or approved equal. MFG. NAME & NO.	19	EA	\$88.94	AFC	\$1,689.86
20	Hydrant Part American Darling B62B hose nozzle O ring 62-20-61 or approved equal. MFG. NAME & NO.	23	EA	\$8.15	AFC	\$187.45
21	Hydrant Part American Darling B62B pumper nozzle O ring 62-25-61 or approved equal. MFG. NAME & NO.	23	EA	\$8.89	AFC	\$204.47
22	Hydrant Part American Darling B84B pipe plug 84-5-3 or approved equal. MFG. NAME & NO.	1	EA	\$5.93	AFC	\$5.93
23	Hydrant Part American Darling B62B pipe plug 62-5-3 or approved equal. MFG. NAME & NO.	21	EA	\$5.93	AFC	\$124.53
24	Hydrant Part American Darling B84B seat O ring 84-36-1 or approved equal. MFG. NAME & NO.	27	EA	\$14.82	AFC	\$400.14
25	Hydrant Part American Darling B84B housing O ring 84-2-2 or approved equal. MFG. NAME & NO.	28	EA	\$8.15	AFC	\$228.20
26	Hydrant Part American Darling B62B drain lever rivet 62-34 or approved equal. MFG. NAME & NO.	1	EA	\$5.93	AFC	\$5.93
27	Hydrant Part American Darling B62B upper rod 62-30-11 or approved equal. MFG. NAME & NO.	1	EA	\$204.56	AFC	\$204.56
28	Hydrant Part American Darling B84B upper rod 84-30-11 or approved equal. MFG. NAME & NO.	19	EA	\$171.21	AFC	\$3,252.99
31	Hydrant Part 5 1/4 American Darling B84B traffic model rod coupling 84-29-30 or buyer approved equal. MFG. NAME & NO.	1	EA	\$57.81	Mueller	\$57.81

ATTACHMENT A
Ferguson Enterprises Inc. Award Lines

33	Hydrant Part American Darling B84B main hydrant valve 84-41 or approved equal. MFG. NAME & NO.	15	EA	\$88.94	AFC	\$1,334.10
36	Hydrant Part American Darling Operating Nut American Darling B62B Operating Nut 62-1 or approved equal. MFG. NAME & NO.	1	EA	\$234.95	AFC	\$234.95
37	Hydrant Part Mueller Centurion Retaining Screw Nozzle Lock Mueller Centurion #A-13 or approved equal. MFG. NAME & NO.	26	EA	\$0.53	Mueller	\$13.78
38	Hydrant Part American Darling Steel Spring American Darling B62B No.62-30-03 or approved equal. MFG. NAME & NO.	19	EA	\$85.98	AFC	\$1,633.62
39	Hydrant Part American Darling Housing cover American Darling B62B #62-9 or approved equal. MFG. NAME & NO.	22	EA	\$65.96	AFC	\$1,451.12
40	Hydrant Part American Darling Cover Fiber Gasket American Darling B62B #62-13 or approved equal. MFG. NAME & NO.	19	EA	\$8.15	AFC	\$154.85
41	Hydrant Part American Darling Drain Lever American Darling B62B #62-31 or approved equal. MFG. NAME & NO.	1	EA	\$168.99	AFC	\$168.99
42	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35 or approved equal. MFG. NAME & NO.	15	EA	\$362.44	AFC	\$5,436.60
43	Hydrant Part American Darling Valve Top American Darling B62B Valve Top #62-40 or approved equal. MFG. NAME & NO.	1	EA	\$57.81	AFC	\$57.81
44	Hydrant Part American Darling Valve Bottom American Darling B62B Valve Bottom #62-42 or approved equal. MFG. NAME & NO.	1	EA	\$102.28	AFC	\$102.28
45	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35-02 or approved equal. MFG. NAME & NO.	15	EA	\$362.44	AFC	\$5,436.60
46	Pump Nozzle #62-25-60 and 84-25-60 (2005 and newer) or approved equal. MFG. NAME & NO.	1	EA	\$290.54	AFC	\$290.54
47	Mueller Improved Threaded Break Away Couples Safe H-95 or approved equal. MFG. NAME & NO.	1	EA	\$40.34	AFC	\$40.34
48	Hydrant Part American Darling 5 1/4 Seat Ring American Darling B84B Seat Ring 84-35-02 or approved equal. MFG. NAME & NO.	1	EA	\$355.02	AFC	\$355.02
49	Hydrant Part American Darling Hydrant Spring American Darling B84B Hydrant Spring 84-30-03 or approved equal. MFG. NAME & NO.	7	EA	\$85.98	AFC	\$601.86
51	Hydrant Part American Darling Operating Nut American Darling B84B Operating Nut 84-1 or approved equal. MFG. NAME & NO.	5	EA	\$204.56	AFC	\$1,022.80
52	Hydrant Part American Darling Nose Nuzzle 2 1/2" American Darling B84B Nose Nuzzle 2 1/2" 54-84-20-3 or approved equal. MFG. NAME & NO.	5	EA	\$102.28	AFC	\$511.40
53	Hydrant Part American Darling Pumper Nuzzle 4" American Darling B84B Pumper Nuzzle 4" 84-25-3 or approved equal. MFG. NAME & NO.	6	EA	\$290.54	AFC	\$1,743.24
54	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-49 or approved equal. MFG. NAME & NO.	24	EA	\$11.96	Mueller	\$287.04

ATTACHMENT A
Ferguson Enterprises Inc. Award Lines

55	Hydrant Part Mueller Centurion Lock Washer Mueller Centurion Lock Washer #A-48 or approved equal. MFG. NAME & NO.	25	EA	\$2.75	Mueller	\$68.75
56	Hydrant Part Mueller Centurion Cap Nut Seal Mueller Centurion Cap Nut Seal #A-47 or approved equal. MFG. NAME & NO.	26	EA	\$1.06	Mueller	\$27.56
57	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-46 or approved equal. MFG. NAME & NO.	29	EA	\$17.73	Mueller	\$514.17
58	Hydrant Part Mueller Centurion Improved Valve Plate Nut Mueller Centurion Improved Valve Plate Nut #H-90 approved equal. MFG. NAME & NO.	25	EA	\$6.48	Mueller	\$162.00
59	Hydrant Part Mueller Centurion Improved Cap Nut Brass Mueller Centurion Improved Cap Nut Brass #H-91 or approved equal. MFG. NAME & NO.	1	EA	\$16.73	Mueller	\$16.73
69	Hydrant Part American Darling Ground Line Extension Kit 6 Inch American Darling 5-1/4 B-84B Extension Kit 6 Inch or approved equal.MFG. NAME & NO.	6	EA	\$145.31	AFC	\$871.86
70	Hydrant Part American Darling Ground Line Extension Kit 12 Inch American Darling 5-1/4 B-84B Extension Kit 12 Inch or approved equal.MFG. NAME & NO.	16	EA	\$169.66	AFC	\$2,714.56
71	Hydrant Part American Darling Ground Line Extension Kit 18 Inch American Darling 5-1/4 B-84B Extension Kit 18 Inch or approved equal. MFG. NAME & NO.	17	EA	\$193.20	AFC	\$3,284.40
72	Hydrant Part American Darling Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-84B Extension Kit 24 Inch or approved equal. MFG. NAME & NO.	31	EA	\$218.09	AFC	\$6,760.79
73	Hydrant Part American Darling B-62B Traffic Repair Kit American Darling 5-1/4 B-62B Hydrant Traffic Repair Kit (1986 and newer) approved equal. MFG. NAME & NO. .	1	EA	\$105.00	AFC	\$105.00
74	Hydrant Part American Darling B-84B Traffic Repair Kit American Darling 5-1/4 B-84B Hydrant Traffic Repair Kit or approved equal. MFG. NAME & NO.	1	EA	\$93.31	AFC	\$93.31
75	Hydrant Part American Darling nozzle fits B62B & B-84B 2-1/2 inch - American Flow Control #62-20-3 & 84-20-3 Hose nozzles-Amlok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	16	EA	\$102.28	AFC	\$1,636.48
76	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amlok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	1	EA	\$290.54	AFC	\$290.54
77	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 12 Inch Long American Darling 5-1/4 B-62B Extension Kit 12 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	1	EA	\$193.20	AFC	\$193.20
78	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 18 Inch Long American Darling 5-1/4 B-62B Extension Kit 18 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	7	EA	\$225.40	AFC	\$1,577.80

ATTACHMENT A
Ferguson Enterprises Inc. Award Lines

79	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-62B Extension Kit 24 Inch (1986 and newer) or approved equal. MFG. NAME & NO.	6	EA	\$258.68	AFC	\$1,552.08
80	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 6 Inch Long American Darling 5-1/4 B-62B Extension Kit 6 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	6	EA	\$162.08	AFC	\$972.48
82	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO.	17	EA	\$48.59	Mueller	\$826.03
109	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	32	EA	\$264.71	Mueller	\$8,470.72
135	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	1	EA	\$1,514.05		\$1,514.05
139	Hydrant Part American Darling Retainer Hose Nozzle American Darling Retainer Hose Nozzle #62-20-62/84-20-62.	1	EA	\$37.06		\$37.06
140	Hydrant Part American Darling Retainer Pump Nozzle American Darling Retainer Pump Nozzle #62-25-62/84-25-62.	23	EA	\$48.18		\$1,108.14
141	Hydrant Part American Darling Valve Part Operating Nut American Darling 4"-12".	27	EA	\$32.61		\$880.47



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: ISR0017 REBID

COMMODITY/SERVICE DESCRIPTION: HYDRANT PARTS

DATE ISSUED: September 26, 2016

REQUISITION NO.: RQM 16060300491

BID DUE PRIOR TO: November 10, 2016 @ 2:00 PM

COMMODITY CODE: 34060 and 67076
**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID OPENING TIME AND DATE: November 10, 2016 @ 2:15 PM

Irene Sanchez-Rocha

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Senior Buyer

Phone: (512) 974-2554

E-Mail: Irene.sanchez-rocha@austintexas.gov

LIVE BID OPENING ONLINE:

Georgia Billela

Senior Buyer

Phone: (512) 974-2939

E-Mail: Georgia.billela@austintexas.gov

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # ISR0017 REBID	Purchasing Office-Response Enclosed for Solicitation # ISR0017 REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC THUMB/FLASH DRIVE OF YOUR RESPONSE

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a non-responsive offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	1
0600	BID SHEET – Must be completed and returned with Offer	8
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Ferguson Enterprises, Inc dba Ferguson Waterworks

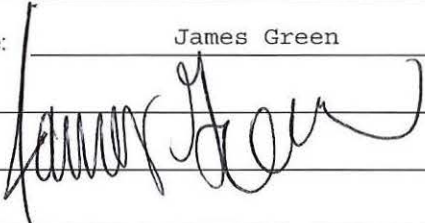
Company Address: 200 Park Central Blvd

City, State, Zip: Georgetown, TX 78626

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: James Green

Title: Inside Sales

Signature of Officer or Authorized Representative: 

Date: Nov 15, 2016

Email Address: james.green@ferguson.com

Phone Number: 512-930-2262

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by November 3, 2016 close of business, either by fax at 512-974-2388 or via e-mail at Irene.sanchez-rocha@austintexas.gov

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance does not apply to this solicitation.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

Location:

Austin Water Webberville Storeroom

2600 Webberville Road

Austin, Texas 78702

Glen Bell Service Center

3907 S. Industrial Blvd.

Austin, Texas 78744

Days:

Monday – Friday 8:00 AM – 5:00 PM

A. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

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- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State Zip Code	Austin, TX 7870

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

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9. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

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- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 50%	
Database Name: Bureau of Labor Standards	
Series ID: PCU3329193329194	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
Description of Series ID: Other metal valve and pipe fitting mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All line items	

Weight % or \$ of Base Price: 50%	
Database Name: Bureau of Labor Standards	
Series ID: PCU332919332919	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
Description of Series ID: Other metal valve and pipe fitting mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All line items	

- E. **Calculation:** Price adjustment will be calculated as follows:
Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond, Senior Buyer Austin Water

Darrell.richmond@austintexas.gov

512-972-0313

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
SPECIFICATION FOR
Fire Hydrant, Upper Barrels, Stems and Repair Parts

1.0 PURPOSE

The City of Austin, Austin Water (AW) is responsible for the municipally-owned and operated fire hydrants throughout the City of Austin and its extraterritorial jurisdiction (ETJ). AW requires a contract to provide fire hydrant parts, upper barrels, stems and other miscellaneous parts.

2.0 BACKGROUND

Parts purchased for this contract shall be delivered to the AW Warehouse on Webberville Road, there are times however, when the parts may be delivered to alternate locations dependent on projects.

3.0 CONTRACTOR RESPONSIBILITIES

- 3.1 Contractor shall accept orders only from authorized personnel, as designated by the City.
- 3.2 Contractor shall deliver orders Monday through Friday, 9AM-3PM CT.
- 3.3 Contractor shall ship orders within two (2) business days after the order is placed.
- 3.4 Contractor shall provide all necessary equipment required to deliver and off load orders.
- 3.5 Contractor shall deliver hydrants on pallets.
- 3.6 Contractor may be required to make emergency deliveries of parts. An emergency delivery is defined as any delivery required less than two (2) business days after order is placed, and any delivery required after 5PM CT or on weekends. Contractor may assess an emergency delivery fee for any emergency delivery.

4.0 CITY RESPONSIBILITIES

- 4.1 City will provide Contractor with a list of personnel authorized to order from this contract.
- 4.2 City will place orders by fax or email via a purchase order master agreement release.
- 4.3 City will provide Contractor with a purchase order for each order.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Ferguson Enterprises, Inc dba Ferguson Waterworks	
Physical Address	200 Park Central Blvd, Georgetown, TX 78626	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	NA	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Ferguson Enterprises, Inc dba Ferguson Waterworks

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Round Rock
Name and Title of Contact Chris Spencer
Project Name _____
Present Address 221 East Main
City, State, Zip Code Round Rock, TX 78664
Telephone Number (512) 341-3183 Fax Number (512) 218-5442
Email Address cspencer@roundrocktexas.gov

2. Company's Name City of Georgetown
Name and Title of Contact Chris Pousson
Project Name _____
Present Address 300-1 Industrial Ave
City, State, Zip Code Georgetown, TX 78627
Telephone Number (512) 930-8162 Fax Number (512) 930-0232
Email Address chris.pousson@georgetown.org

3. Company's Name Aqua Water Supply Corporation
Name and Title of Contact Donavan Moffett
Project Name _____
Present Address PO Box P
City, State, Zip Code Bastrop, TX 78602
Telephone Number (512) 303-1141 Fax Number (512) 303-4481
Email Address dmoffett@aquawsc.com

Section 0835: Non-Resident Bidder Provisions

Company Name Ferguson Enterprises, Inc dba Ferguson Waterworks

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Yes-resident bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:

PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Ferguson Waterworks, Inc dba Ferguson Waterworks

Company Name

James Green - Inside sales

Name and Title of Authorized Representative (Print or Type)

Signature

Nov 15, 2016

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

REVISED
 BID SHEET
 CITY OF AUSTIN
 FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

BID NO: ISR0017 REBID

RQM NO. 2200 16060300491

BID OPENING DATE AND TIME: Novemeber 10, 2016 AT 2:00 P.M.

Buyer: IRENE SANCHEZ ROCHA

Copies of Bid: Bidder to submit two copies of its signed bid - one original and 1 Thumb/Flash Drive or CD Electronic copy.

Special Instructions: The City intends to award one contract based on overall low cost however reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet in consideration of this solicitation. Be advised that exceptions taken or qualifying statements made to any portion of the solicitation may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include **ALL** discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	City Stock Number	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Hydrant Part Mueller Centurion 5-1/4 0-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO.	340-60-540-002	10	EA	\$1.47	\$14.70
2	Hydrant Part Clow Medallion Main Valve Clow Medallion #M-21 or approved equal. MFG. NAME & NO.	340-60-542-017	10	EA	No bid	No bid
3	Hydrant Part Clow Medallion Main Valve Kit - Clow Medallion Main Valve kit or approved equal. MFG. NAME & NO.	340-60-541-001	5	EA	No bid	No bid
4	Hydrant Part Clow Medallion Seat Ring Clow Medallion #M19 or approved equal. MFG. NAME & NO.	340-60-521-003	35	EA	No bid	No bid
5	Hydrant Part Clow Medallion Operating Nut Clow Medallion #M-3 or approved equal. MFG. NAME & NO.	340-60-542-008	5	EA	No bid	No bid
6	Hydrant Part Clow Medallion Operating Nut Clow Medallion 2500 #1 or approved equal. MFG. NAME & NO.	340-60-542-009	5	EA	No bid	No bid
7	Hydrant Part Clow Medallion 6 inch Extension Kit Clow Medallion 2500 or approved equal MFG. NAME & NO.	340-60-542-019	5	EA	No bid	No bid

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

8	Hydrant Part Clow Medallion 12 Inch Extension Kit Clow Medallion 2500 or approved equal. MFG. NAME & NO.	340-60-542-020	5	EA	No bid	No bid
9	Hydrant Part 5 1/4 traffic repair kit, Iowa or approved equal. MFG. NAME & NO.	340-60-115-004	5	EA	No bid	No bid
10	Hydrant Part 5 1/4 repair kit Waterous or approved equal. MFG. NAME & NO.	340-60-135-004	5	EA	\$68.35	\$341.75
11	Hydrant Part 5 1/4 Traffic Repair Part Kit Eddy or approved equal. MFG. NAME & NO.	340-60-541-070	5	EA	No bid	No bid
12	Hydrant Part M & H Pumper Nozzle 4" M&H 929 Pumper Nozzle #14 or buyer approved equal. MFG. NAME & NO.	340-60-541-055	5	EA	No bid	No bid
13	Hydrant Part American Darling Housing Cover Fiber Gaske American Darling B84B or approved equal. MFG. NAME & NO.	340-60-450-016	200	EA	\$8.15	\$1,630.00
14	Hydrant Part Clow Medallion 5 1/4 Upper Valve Plate Clow Medallion M17 or approved equal. MFG. NAME & NO.	340-60-521-004	25	EA	No bid	No bid
15	Hydrant Part American Darling B62B breakable rod coupling 62-29-30 or approved equal. MFG. NAME & NO.	340-60-110-004	15	EA	\$57.81	\$867.15
16	Hydrant Part American Darling B62B seat O ring outside 62-36-2 or approved equal. MFG. NAME & NO.	340-60-110-008	30	EA	\$21.49	\$644.70
17	Hydrant Part American Darling B62B seat O-ring inside 62-36-3 or approved equal. MFG. NAME & NO.	340-60-110-009	30	EA	\$14.82	\$444.60
18	Hydrant Part American Darling B62B frangible bolt and nut (break away bolt) or approved equal. MFG. NAME & NO.	340-60-110-010	600	EA	\$103.51	\$62,106.00
19	Hydrant Part American Darling B62B main valve 62-41 or approved equal. MFG. NAME & NO.	340-60-110-011	10	EA	\$88.94	\$889.40
20	Hydrant Part American Darling B62B hose nozzle O ring 62-20-61 or approved equal. MFG. NAME & NO.	340-60-110-014	150	EA	\$8.15	\$1,222.50
21	Hydrant Part American Darling B62B pumper nozzle O ring 62-25-61 or approved equal. MFG. NAME & NO.	340-60-110-016	150	EA	\$8.89	\$1,333.50
22	Hydrant Part American Darling B84B pipe plug 84-5-3 or approved equal. MFG. NAME & NO.	340-60-110-017	100	EA	\$5.93	\$593.00
23	Hydrant Part American Darling B62B pipe plug 62-5-3 or approved equal. MFG. NAME & NO.	340-60-110-018	100	EA	\$5.93	\$593.00

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

24	Hydrant Part American Darling B84B seat O ring 84-36-1 or approved equal. MFG. NAME & NO.	340-60-450-002	50	EA	\$14.82	\$741.00
25	Hydrant Part American Darling B84B housing O ring 84-2-2 or approved equal. MFG. NAME & NO.	340-60-450-005	50	EA	\$8.15	\$407.50
26	Hydrant Part American Darling B62B drain lever rivet 62-34 or approved equal. MFG. NAME & NO.	340-60-450-007	50	EA	\$5.93	\$296.50
27	Hydrant Part American Darling B62B upper rod 62-30-11 or approved equal. MFG. NAME & NO.	340-60-450-012	10	EA	\$204.56	\$2,045.60
28	Hydrant Part American Darling B84B upper rod 84-30-11 or approved equal. MFG. NAME & NO.	340-60-450-013	10	EA	\$171.21	\$1,712.10
29	Hydrant Part 5 1/4 Clow Medallion main valve kit M15, M16, M18, M20, M21, M22 or approved equal. MFG. NAME & NO.	340-60-521-002	100	EA	No bid	No bid
30	Hydrant Part Mueller improved threaded break away safety stem co H-75 or approved equal. MFG. NAME & NO.	340-60-540-006	15	EA	\$92.02	\$1,380.30
31	Hydrant Part 5 1/4 American Darling B84B traffic model rod coupling 84-29-30 or buyer approved equal. MFG. NAME & NO.	340-60-541-009	15	EA	\$57.81	\$867.15
32	Hydrant Part 5 1/4 Kennedy Guardian K81A drain valve K8136 or buyer approved equal. MFG. NAME & NO.	340-60-541-012	15	EA	No bid	No bid
33	Hydrant Part American Darling B84B main hydrant valve 84-41 or approved equal. MFG. NAME & NO.	340-60-541-099	60	EA	\$88.94	\$5,336.40
34	Hyd Part Mueller improved uper stem H-74 or buyer approved equal. MFG. NAME & NO.	340-60-541-011	10	EA	\$124.67	\$1,246.70
35	Hyd Part Kennedy 5 1/4 Repair Kit K10B Model or approved equal. MFG. NAME & NO.	340-60-105-010	10	EA	No bid	No bid
36	Hydrant Part American Darling Operating Nut American Darling B62B Operating Nut 62-1 or approved equal. MFG. NAME & NO.	340-60-110-001	125	EA	\$234.95	\$29,368.75
37	Hydrant Part Mueller Centurion Retaining Screw Nozzle Lock Mueller Centurion #A-13 or approved equal. MFG. NAME & NO.	340-60-127-002	200	EA	\$0.53	\$106.00
38	Hydrant Part American Darling Steel Spring American Darling B62B No.62-30-03 or approved equal. MFG. NAME & NO.	340-60-450-001	20	EA	\$85.98	\$1,719.60
39	Hydrant Part American Darling Housing cover American Darling B62B #62-9 or approved equal. MFG. NAME & NO.	340-60-450-003	20	EA	\$65.96	\$1,319.20

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

40	Hydrant Part American Darling Cover Fiber Gasket American Darling B62B #62-13 or approved equal. MFG. NAME & NO.	340-60-450-004	75	EA	\$8.15	\$611.25
41	Hydrant Part American Darling Drain Lever American Darling B62B #62-31 or approved equal. MFG. NAME & NO.	340-60-450-008	15	EA	\$168.99	\$2,534.85
42	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35 or approved equal. MFG. NAME & NO.	340-60-450-009	30	EA	\$362.44	\$10,873.20
43	Hydrant Part American Darling Valve Top American Darling B62B Valve Top #62-40 or approved equal. MFG. NAME & NO.	340-60-450-010	15	EA	\$57.81	\$867.15
44	Hydrant Part American Darling Valve Bottom American Darling B62B Valve Bottom #62-42 or approved equal. MFG. NAME & NO.	340-60-450-011	10	EA	\$102.28	\$1,022.80
45	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35-02 or approved equal. MFG. NAME & NO.	340-60-450-014	20	EA	\$362.44	\$7,248.80
46	Hydrant Part American Darling Pump Nozzle American Darling Pump Nozzle #62-25-60 and 84-25-60 (2005 and newer) or approved equal. MFG. NAME & NO.	340-60-450-015	20	EA	\$290.54	\$5,810.80
47	Hydrant Part American Darling Threaded Breakaway Couples Mueller Improved Threaded Break Away Couples Safe H-95 or approved equal. MFG. NAME & NO.	340-60-540-008	15	EA	\$40.34	\$605.10
48	Hydrant Part American Darling 5 1/4 Seat Ring American Darling B84B Seat Ring 84-35-02 or approved equal. MFG. NAME & NO.	340-60-541-002	40	EA	\$355.02	\$14,200.80
49	Hydrant Part American Darling Hydrant Spring American Darling B84B Hydrant Spring 84-30-03 or approved equal. MFG. NAME & NO.	340-60-542-000	15	EA	\$85.98	\$1,289.70
50	Hydrant Part Kennedy Operating Nut Kennedy K81A Operating Nut K8102 or approved equal. MFG. NAME & NO.	340-60-542-010	15	EA	No bid	No bid
51	Hydrant Part American Darling Operating Nut American Darling B84B Operating Nut 84-1 or approved equal. MFG. NAME & NO.	340-60-542-011	60	EA	\$204.56	\$12,273.60
52	Hydrant Part American Darling Nose Nuzzle 2 1/2" American Darling B84B Nose Nuzzle 2 1/2" 54-84-20-3 or approved equal. MFG. NAME & NO.	340-60-542-012	40	EA	\$102.28	\$4,091.20
53	Hydrant Part American Darling Pumper Nuzzle 4" American Darling B84B Pumper Nuzzle 4" 84-25-3 or approved equal. MFG. NAME & NO.	340-60-542-013	15	EA	\$290.54	\$4,358.10
54	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-49 or approved equal. MFG. NAME & NO.	340-60-580-001	15	EA	\$11.96	\$179.40
55	Hydrant Part Mueller Centurion Lock Washer Mueller Centurion Lock Washer #A-48 or approved equal. MFG. NAME & NO.	340-60-580-002	30	EA	\$2.75	\$82.50

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

56	Hydrant Part Mueller Centurion Cap Nut Seal Mueller Centurion Cap Nut Seal #A-47 or approved equal. MFG. NAME & NO.	340-60-580-003	50	EA	\$1.06	\$53.00
57	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-46 or approved equal. MFG. NAME & NO.	340-60-580-004	15	EA	\$17.73	\$265.95
58	Hydrant Part Mueller Centurion Improved Valve Plate Nut Mueller Centurion Improved Valve Plate Nut #H-90 approved equal. MFG. NAME & NO.	340-60-580-006	50	EA	\$6.48	\$324.00
59	Hydrant Part Mueller Centurion Improved Cap Nut Brass Mueller Centurion Improved Cap Nut Brass #H-91 or approved equal. MFG. NAME & NO.	340-60-580-007	20	EA	\$16.73	\$334.60
60	Hydrant Part Mueller Centurion Improved Upper Stem Mueller Centurion Improved Upper Stem #H-74 or approved equal. MFG. NAME & NO.	340-60-580-008	10	EA	\$124.67	\$1,246.70
61	Hydrant Part Clow Medallion 5-1/4 Extension Kit 6 Inch Clow Medallion 5-1/4 Extension Kit 6 Inch R1620679 or approved equal. MFG. NAME & NO.	340-60-520-001	5	EA	No bid	No bid
62	Hydrant Part Clow Medallion 5-1/4 Extension Kit 12 Inch Clow Medallion 5-1/4 Extension Kit 12 Inch R1620665 or approved equal. MFG. NAME & NO.	340-60-520-002	5	EA	No bid	No bid
63	Hydrant Part Clow Medallion 5-1/4 Extension Kit 18 Inch Clow Medallion 5-1/4 Extension Kit 18 Inch R1620666 or approved equal. MFG. NAME & NO.	340-60-520-003	5	EA	No bid	No bid
64	Hydrant Part Clow Medallion 5-1/4 Extension Kit 24 Inch Clow Medallion 5-1/4 Extension Kit 24 Inch R1620667 or approved equal. MFG. NAME & NO.	340-60-520-004	5	EA	No bid	No bid
65	Hydrant Part Clow Medallion 5-1/4 Repair Kit Clow Medallion Repair Kit R1620653 or approved equal. MFG. NAME & NO.	340-60-521-001	30	EA	No bid	No bid
66	Hydrant Part Clow Medallion 5-1/4 Repair Kit 2500 Clow Medallion Repair Kit 2500 #F2500 or approved equal. MFG. NAME & NO.	340-60-130-003	10	EA	No bid	No bid
67	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 2-1/2 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	340-60-471-001	10	EA	No bid	No bid
68	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 4 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	340-60-471-002	10	EA	No bid	No bid
69	Hydrant Part American Darling Ground Line Extension Kit 6 Inch American Darling 5-1/4 B-84B Extension Kit 6 Inch or approved equal. MFG. NAME & NO.	340-60-111-005	10	EA	\$145.31	\$1,453.10
70	Hydrant Part American Darling Ground Line Extension Kit 12 Inch American Darling 5-1/4 B-84B Extension Kit 12 Inch or approved equal. MFG. NAME & NO.	340-60-111-006	15	EA	\$169.66	\$2,544.90

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

71	Hydrant Part American Darling Ground Line Extension Kit 18 Inch American Darling 5-1/4 B-84B Extension Kit 18 Inch or approved equal. MFG. NAME & NO.	340-60-111-007	10	EA	\$193.20	\$1,932.00
72	Hydrant Part American Darling Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-84B Extension Kit 24 Inch or approved equal. MFG. NAME & NO.	340-60-111-008	10	EA	\$218.09	\$2,180.90
73	Hydrant Part American Darling B-62B Traffic Repair Kit American Darling 5-1/4 B-62B Hydrant Traffic Repair Kit (1986 and newer) approved equal. MFG. NAME & NO.	340-60-581-001	50	EA	\$105.00	\$5,250.00
74	Hydrant Part American Darling B-84B Traffic Repair Kit American Darling 5-1/4 B-84B Hydrant Traffic Repair Kit or approved equal. MFG. NAME & NO.	340-60-581-002	80	EA	\$93.31	\$7,464.80
75	Hydrant Part American Darling nozzle fits B62B & B-84B 2-1/2 inch - American Flow Control #62-20-3 & 84-20-3 Hose nozzles-Amllok (Both are interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-110-013	30	EA	\$102.28	\$3,068.40
76	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amllok (Both are interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-110-015	15	EA	\$290.54	\$4,358.10
77	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 12 Inch Long American Darling 5-1/4 B-62B Extension Kit 12 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-001	20	EA	\$193.20	\$3,864.00
78	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 18 Inch Long American Darling 5-1/4 B-62B Extension Kit 18 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-002	10	EA	\$225.40	\$2,254.00
79	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-62B Extension Kit 24 Inch (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-003	10	EA	\$258.68	\$2,586.80
80	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 6 Inch Long American Darling 5-1/4 B-62B Extension Kit 6 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-004	10	EA	\$162.08	\$1,620.80
81	Hydrant Part Mueller Centurion Improved 5-1/4 Bottom Barrel Extension 2 Foot Mueller Centurion #A-320 or approved equal. MFG. NAME & NO.	340-60-126-003	10	EA	\$323.53	\$3,235.30
82	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-127-004	10	EA	\$48.59	\$485.90
83	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 4 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-105-011	10	EA	No bid	No bid

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

84	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 2 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-105-012	10	EA	No bid	No bid
85	Hydrant Part M & H 129 Pumper Nozzle 4 inch M & H 129 No. 15 or approved equal. MFG. NAME & NO.	340-60-541-091	5	EA	No bid	No bid
86	Hydrant Part Mueller Centurion Upper Barrel Stem Mueller Centurion #A-11 or approved equal. MFG. NAME & NO.	340-60-540-005	20	EA	\$119.21	\$2,384.20
87	Hydrant Part Mueller Centurion Oil Filler Plug Mueller Centurion #A-7 or approved equal. MFG. NAME & NO.	340-60-540-007	25	EA	\$2.75	\$68.75
88	Hydrant Part Mueller Centurion 5 1/4 Upper Valve Plate Mueller Centurion #A-36 or approved equal. MFG. NAME & NO.	340-60-127-003	30	EA	\$129.16	\$3,874.80
89	Hydrant Part Mueller Centurion O-ring for 2 1/2 inch hose nozzle, Mueller Centurion A-20 or approved equal. MFG. NAME & NO.	340-60-127-001	25	EA	\$2.66	\$66.50
90	Hydrant Part Mueller Centurion 5 1/4 seat ring Mueller Centurion #A-43 or approved equal. MFG. NAME & NO.	340-60-540-001	30	EA	\$187.18	\$5,615.40
91	Hydrant Part Mueller Centurion 5 1/4 O-ring Bottom Seat Mueller Centurion #A44 or approved equal. MFG. NAME & NO.	340-60-540-003	10	EA	\$5.29	\$52.90
92	Hydrant Part Mueller Centurion Improved Leather Valve Mueller Centurion #H-81 or approved equal. MFG. NAME & NO.	340-60-126-005	10	EA	\$3.88	\$38.80
93	Hydrant Part Mueller Centurion Improved 5 1/4 O-ring Seal Mueller Centurion #H-93 or approved equal. MFG. NAME & NO.	340-60-126-007	25	EA	\$5.29	\$132.25
94	Hydrant Part Mueller Centurion Improved 5 1/4 Operating Nut Mueller Centurion #H-51 or approved equal. MFG. NAME & NO.	340-60-126-013	80	EA	\$134.59	\$10,767.20
95	Hydrant Part Mueller Centurion Improved Seat Ring Mueller Centurion #H-87 or approved equal. MFG. NAME & NO.	340-60-126-009	5	EA	\$195.86	\$979.30
96	Hydrant Part Mueller Centurion Improved Upper Valve Plate Mueller Centurion #H-83 or approved equal. MFG. NAME & NO.	340-60-126-010	5	EA	\$141.91	\$709.55
97	Hydrant Part Kennedy Guardian 5 1/4 K81A Main Valve Kennedy Guardian #K8131 or approved equal. MFG. NAME & NO.	340-60-105-004	10	EA	No bid	No bid
98	Hydrant Part Kennedy Guardian 5 1/4 Repair Kit K81A Kennedy Guardian #K8149 Collision Repair Kit or approved equal. MFG. NAME & NO.	340-60-106-001	25	EA	No bid	No bid
99	Hydrant Part M & H 129 5-1/4 Repair Kit, M&H #129 Collision Repair Kit or approved equal. MFG. NAME & NO.	340-60-120-015	20	EA	No bid	No bid

REVISED
BID SHEET
CITY OF AUSTIN
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100	Hydrant Part M & H 929 Hose Nozzle 2-1/2" M & H 929 No. 51 or approved equal. MFG. NAME & NO.	340-60-541-054	5	EA	No bid	No bid
101	Hydrant Part M&H 29T 5-1/4 STEM 12 IN or approved equal. MFG. NAME & NO.	340-60-120-020	5	EA	No bid	No bid
102	Hydrant Part M&H 29T 5-1/4 STEM 18 IN EXT BARREL or approved equal. MFG. NAME & NO.	340-60-120-018	5	EA	No bid	No bid
103	Hydrant Part M&H 29T 5-1/4 EXT BARREL 24 IN LONG or approved equal. MFG. NAME & NO.	340-60-120-007	5	EA	No bid	No bid
104	Hydrant Part M & H 929 5-1/4 REPAIR KIT, M & H 929 Collision Repair Kit or approved equal. MFG. NAME & NO.	340-60-120-021	20	EA	No bid	No bid
105	Hydrant Part 5 1/4" Kennedy Guardian K81A Upper Stem Kennedy Guardian K8114 or approved equal. MFG. NAME & NO.	340-60-541-015	5	EA	No bid	No bid
106	Hydrant Part Mueller 5 1/4" Main Valve Rubber Mueller Centurion 5-1/4" Main Valve Rubber or approved equal. MFG. NAME & NO.	340-60-570-001	35	EA	\$105.39	\$3,688.65
107	Hydrant Part M & H 29T 5-1/4 Operating Nut M & H 29T or approved equal. MFG. NAME & NO.	340-60-120-014	40	EA	No bid	No bid
108	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 6 Inch or approved equal. MFG. NAME & NO.	340-60-126-025	40	EA	\$223.53	\$8,941.20
109	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	340-60-126-001	45	EA	\$264.71	\$11,911.95
110	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 18 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	340-60-126-002	30	EA	\$294.12	\$8,823.60
111	Hydrant Part, Mueller 5-1/4 Pumper Nozzle 4 Inch Mueller Mfg. Part #A-14, City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-126-017	10	EA	\$156.16	\$1,561.60
112	Hydrant Part, Mueller Improved 5-1/4 Repair Kit Mueller Mfg. Part # A-301 or approved equal. MFG. NAME & NO.	340-60-126-008	75	EA	\$105.88	\$7,941.00
113	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 12 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	340-60-106-002	10	EA	No bid	No bid
114	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 18 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	340-60-106-003	5	EA	No bid	No bid
115	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 24 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	340-60-106-004	5	EA	No bid	No bid
116	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 6 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	340-60-106-005	5	EA	No bid	No bid

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

117	Deleted	0	0	EA		
118	Deleted	0	0	EA		
119	Thread Pumper Nozzles Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO.	340-60-126-014	5	EA	\$117.87	\$589.35
120	Hydrant Part, 5-1/4 Hose Nozzle Cap 2-1/2 NST Cap Fits all Hydrants on the SPL NO. WW-3 Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO.	340-60-126-015	5	EA	\$50.22	\$251.10
121	Hydrant Part, M & H 129 5-1/4 Repair Kit, M & H # 129, Collision Repair Kit or approved equal. MFG. NAME & NO.	340-60-120-015	10	EA	No bid	No bid
122	Hydrant Part, M & H 129 Hose Nozzle 2-1/2" M & H 129 NO. 14 or approved equal. MFG. NAME & NO.	340-60-541-090	10	EA	No bid	No bid
123	Hydrant Part, M & H 929 Hose Nozzle 2-1/2" M & H 929 NO. 51 or approved equal. MFG. NAME & NO.	340-60-541-054	10	EA	No bid	No bid
124	Hydrant Part, M & H 929 Extension Kit 12" M & H 929 or approved equal. MFG. NAME & NO.	340-60-541-051	5	EA	No bid	No bid
125	Hydrant Part, M & H 929 Extension Kit 18" M & H 929 or approved equal MFG. NAME & NO.	340-60-541-052	5	EA	No bid	No bid
126	Hydrant Part, M & H 929 Extension Kit 24" M & H 929 or approved equal MFG. NAME & NO.	340-60-541-053	5	EA	No bid	No bid
127	Deleted	0	0	EA		
128	Hydrant Part, M & H 129 Extension Kit 12" M & H 129 or approved equal MFG. NAME & NO.	340-60-541-092	5	EA	No bid	No bid
129	Hydrant Part, M & H 129 Extension Kit 18" M & H 129 or approved equal MFG. NAME & NO.	340-60-541-093	5	EA	No bid	No bid
130	Hydrant Part, M & H 129 Extension Kit 24" M & H 129 or approved equal MFG. NAME & NO.	340-60-541-094	5	EA	No bid	No bid
131	Hydrant Part, Mueller Gasket Hose Nozzle 2-1/2 Mueller A-19 or approved equal MFG. NAME & NO.	340-60-126-027	1,000	EA	\$2.89	\$2,890.00
132	Hydrant Part, Mueller Gasket Hose Nozzle 4" Mueller A-15 or approved equal. MFG. NAME & NO.	340-60-126-026	1,000	EA	\$8.76	\$8,760.00
Subtotal					\$307,847.70	

REVISED
BID SHEET
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NO SUBSTITUTIONS WILL BE ALLOWED FOR BELOW ITEMS						
ITEMS 133-136 UPPER BARREL Fully assembled and completed Upper Barrels, from top to base only, (bury - bottom portion not needed).						
ITEM NO.	ITEM DESCRIPTION	City Stock Number	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
133	Hydrant Part Mueller Centurion Upper Barrel A24 with Nozzle Mueller Centurion A18 Pumper A-14 Operator Nut and Stem.	340-60-540-004	65	EA	\$1,136.73	\$73,887.45
134	Hydrant Part Mueller Centurion Upper Barrel with Nozzle operator nut and stem American Darling B84B 84-18-60.	340-60-541-095	65	EA	\$1,409.87	\$91,641.55
135	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	340-60-541-096	25	EA	\$1,514.05	\$37,851.25
136	Hydrant Part M & H 5-1/4" Upper Barrel Operator Nut and Stem with Nozzle M & H 129 #26.	340-60-542-022	5	EA	No bid	No bid
137	Hydrant Part M & H Main Hydrant Valve Rubber M&H 929 Valve No A-45 M&3.	340-60-542-016	25	EA	No bid	No bid
138	Hydrant Part M & H 129 Hose Nozzle 2-1/2 Inch M&H 129 No. 14 or buyer approved equal.	340-60-541-090	25	EA	No bid	No bid
139	Hydrant Part American Darling Retainer Hose Nozzle American Darling Retainer Hose Nozzle #62-20-62/84-20-62.	340-60-450-017	75	EA	\$37.06	\$2,779.50
140	Hydrant Part American Darling Retainer Pump Nozzle American Darling Retainer Pump Nozzle #62-25-62/84-25-62.	340-60-450-018	75	EA	\$48.18	\$3,613.50
141	Hydrant Part American Darling Valve Part Operating Nut American Darling 4"-12".	670-76-580-001	50	EA	\$32.61	\$1,630.50
Subtotal					\$211,403.75	
TOTAL					\$519,251.45	
Additional Products or Catalog Items (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD). Please provide any other products or catalog items you will provide the City and the prices you would charge. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase. Please list any additional products or catalog items your Company offers and the associated discount off retail price or mark-up to cost for the listed products or catalog items. A bid of zero ('0') will be interpreted by the City that the additional products or catalog items will be sold at the Manufacturer's Suggested Retail Price. A 'no bid' or blank entry will be interpreted by the City that your Company does not wish to provide additional products or catalog items. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional products or catalog items.						
ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE*	UNIT OF MEASURE			
142	Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price.	_____ %	Discount from MSRP			
143	Other:					
* Unless otherwise specified, Price may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.						
Please check the boxes below as confirmation.						
<input type="checkbox"/>	Offer Sheet - required					
<input type="checkbox"/>	Bid Sheet (Section 0600) -required					
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - If applicable					
<input type="checkbox"/>	Reference Sheet (Section 0700) -required					

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

<input type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input type="checkbox"/>	No Goals Form & No Goals Utilization Plan (Section 0900) - required
<input type="checkbox"/>	Copy of Bidder's return policy and credit memo procedures- if applicable
<input type="checkbox"/>	Copy of "Sample Invoice"
<input type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Delivery Method: Common carrier or vendor truck

COMPANY NAME:

Ferguson Waterworks

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME Kathryn Anderson PHONE: 210-333-2410

James Green
512-930-2262
james.green@ferguson.com



FERGUSON ENTERPRISES, INC.
6825 WALLISVILLE ROAD
FERGUSON WATERWORKS # 1105
HOUSTON, TX 77020-3258

EMAIL DUPLICATE INVOICE
SAMPLE INVOICE

Deliver To:
From: James Green
Comments:

Please Contact With Questions:
713-675-2211

Invoice Number	Customer	Page
0450765	14991	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 10521.00

FERGUSON ENTERPRISES, INC.
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

CITY OF AUSTIN
-JOB: STA0198 36 MONTH-
625 EAST 10TH ST # 500
AUSTIN, TX 78701

Ship To:

CITY OF AUSTIN
2600 WEBBERVILLE RD
AUSTIN, TX 78702

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1254	1254	TXE	DO220012091021348	JCG	STA0198 36-MONTH HYD CONTR	09/12/2012	31070
Ordered	Shipped	Item Number	Description		Unit Price	UM	Amount
9	9	IMJAPU	6 MJ C153 ACCY PK W/GLND		0.000	EA	0.00
9	9	MA473LAOLSAUSTIN	5-1/4 A473 HYD 5'0 OL L/A AUSTIN		1169.000	EA	10521.00

Invoice Sub-Total 10521.00

Tax 0.00

Total Amt 10521.00

TOTAL DUE ---> 10521.00

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT http://wolseley.com/terms_conditionsSale.html
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: ISR0017REBID

Addendum No: #1

Date of Addendum: 11/7/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Replace bid sheet Section 0600, Quote Sheet, with the attached Quote Sheet marked Revised. The changes are in red.
- II. **Extension:** The proposal due date is hereby extended until Tuesday November 15, 2016, @ 2:00 PM.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

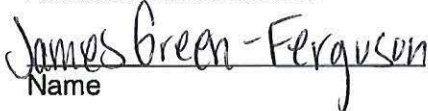
APPROVED BY:



Georgia Billela, Senior Buyer
Purchasing Office, 512-974-2939

Date

11/7/16

ACKNOWLEDGED BY:


Name


Authorized Signature

Date

11/15/2016

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-182435

Date Filed:
03/24/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ferguson Enterprises, Inc
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

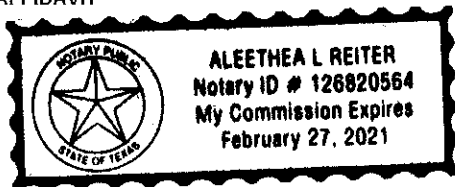
MA 2200 GA170000023
Fire hydrant repair parts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JAMES C. CREEH, this the 24 day of MARCH, 2017, to certify which, witness my hand and seal of office.

[Signature] Aleethea L. Reiter Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 28, 2017

HD Supply Water Works
Gregory Torres
Warehouse Manager
1301 Wells Branch Pkwy
Pflugerville, TX 78660
Gregory.torres@hdsupply.com

Dear Mr. Torres:

The Austin City Council approved the execution of a contract with your company for Fire Hydrant Parts in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.Richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Fire Hydrant Repair Parts
Contractor Name:	HD Supply Water Works
Contract Number:	MA 2200 GA17000023
Contract Period:	3/28/17 – 3/27/18
Dollar Amount	\$228,410 each and Combined
Extension Options:	4 x 12 month options (\$252,647.00 each option each combined)
Requisition Number:	RQM 2200 16060300491
Solicitation Type & Number:	IFB ISR0017 REBID
Agenda Item Number:	30
Council Approval Date:	3/23/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela
Procurement Specialist III
City of Austin
Purchasing Office

cc: Darrell Richmond
Jerry Perez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
HD SUPPLY WATER WORKS ("Contractor")
for
FIRE HYDRANTS REPAIR PARTS
MA 2200 GA170000023**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between HD Supply Water Works, having offices at Pflugerville, TX 78660 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB ISR0017 REBID.

- 1.1 **This Contract is composed of the following documents:**
 - 1.1.1 This document
 - 1.1.2 The City's Solicitation, Invitation for Bid (IFB), ISR0017 REBID including all documents incorporated by reference
 - 1.1.3 HD Supply Water Works Offer, dated 11/15/2016
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This document
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$228,410 each and combined for the initial Contract term and \$252,647 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Attachment A is list of awarded line items.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

HD Supply Water Works

CITY OF AUSTIN

Enk Olivarez
Printed Name of Authorized Person

Georgia Billela
Printed Name of Authorized Person

[Signature]
Signature

[Signature]
Signature

Operations Manager
Title:

Procurement Specialist III
Title:

3/24/17
Date:

3/28/17
Date:

CITY OF AUSTIN

Matthew Dree
Printed Name of Authorized Person

[Signature]
Signature

Procurement Supervisor
Title:

3-28-17
Date:

Exhibit A- Awarded Line Items

ATTACHMENT A
HD Supply Waterworks LTD. Award Lines

ITEM	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	MFG Name & #	EXT PRICE
1	Hydrant Part Mueller Centurion 5-1/4 0-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO.	23	EA	\$1.47	Mueller	\$33.81
2	Hydrant Part Clow Medallion Main Valve Clow Medallion #M-21 or approved equal. MFG. NAME & NO.	20	EA	\$51.79	Clow	\$1,035.80
3	Hydrant Part Clow Medallion Main Valve Kit - Clow Medallion Main Valve kit or approved equal. MFG. NAME & NO.	1	EA	\$65.51	Clow	\$65.51
4	Hydrant Part Clow Medallion Seat Ring Clow Medallion #M19 or approved equal. MFG. NAME & NO.	1	EA	\$305.49	Clow	\$305.49
5	Hydrant Part Clow Medallion Operating Nut Clow Medallion #M-3 or approved equal. MFG. NAME & NO.	6	EA	\$112.10	Clow	\$672.60
6	Hydrant Part Clow Medallion Operating Nut Clow Medallion 2500 #1 or approved equal. MFG. NAME & NO.	1	EA	\$131.77	Clow	\$131.77
7	Hydrant Part Clow Medallion 6 inch Extension Kit Clow Medallion 2500 or approved equal MFG. NAME & NO.	18	EA	\$371.64	Clow	\$6,689.52
8	Hydrant Part Clow Medallion 12 Inch Extension Kit Clow Medallion 2500 or approved equal. MFG. NAME & NO.	1	EA	\$433.98	Clow	\$433.98
9	Hydrant Part 5 1/4 traffic repair kit, Iowa or approved equal. MFG. NAME & NO.	28	EA	\$168.11	Clow	\$4,707.08
11	Hydrant Part 5 1/4 Traffic Repair Part Kit Eddy or approved equal. MFG. NAME & NO.	27	EA	\$182.00		\$4,914.00
12	Hydrant Part M & H Pumper Nozzle 4" M&H 929 Pumper Nozzle #14 or buyer approved equal. MFG. NAME & NO.	1	EA	\$210.32	M&H	\$210.32
14	Hydrant Part Clow Medallion 5 1/4 Upper Valve Plate Clow Medallion M17 or approved equal. MFG. NAME & NO.	1	EA	\$179.06	Clow	\$179.06
29	Hydrant Part 5 1/4 Clow Medallion main valve kit M15, M16, M18, M20, M21, M22 or approved equal. MFG. NAME & NO.	5	EA	\$447.00	Clow	\$2,235.00
32	Hydrant Part 5 1/4 Kennedy Guardian K81A drain valve K8136 or buyer approved equal. MFG. NAME & NO.	16	EA	\$210.00	Kennedy	\$3,360.00
35	Hyd Part Kennedy 5 1/4 Repair Kit K10B Model or approved equal. MFG. NAME & NO.	1	EA	\$220.00	Kennedy	\$220.00
50	Hydrant Part Kennedy Operating Nut Kennedy K81A Operating Nut K8102 or approved equal. MFG. NAME & NO.	6	EA	\$200.00	Kennedy	\$1,200.00
61	Hydrant Part Clow Medallion 5-1/4 Extension Kit 6 Inch Clow Medallion 5-1/4 Extension Kit 6 Inch R1620679 or approved equal. MFG. NAME & NO.	7	EA	\$393.51	Clow	\$2,754.57
62	Hydrant Part Clow Medallion 5-1/4 Extension Kit 12 Inch Clow Medallion 5-1/4 Extension Kit 12 Inch R1620665 or approved equal. MFG. NAME & NO.	6	EA	\$433.98	Clow	\$2,603.88
63	Hydrant Part Clow Medallion 5-1/4 Extension Kit 18 Inch Clow Medallion 5-1/4 Extension Kit 18 Inch R1620666 or approved equal. MFG. NAME & NO.	17	EA	\$492.53	Clow	\$8,373.01
64	Hydrant Part Clow Medallion 5-1/4 Extension Kit 24 Inch Clow Medallion 5-1/4 Extension Kit 24 Inch R1620667 or approved equal. MFG. NAME & NO.	6	EA	\$535.03	Clow	\$3,210.18

ATTACHMENT A
HD Supply Waterworks LTD. Award Lines

65	Hydrant Part Clow Medallion 5-1/4 Repair Kit Clow Medallion Repair Kit R1620653 or approved equal. MFG. NAME & NO.	1	EA	\$178.00		\$178.00
66	Hydrant Part Clow Medallion 5-1/4 Repair Kit 2500 Clow Medallion Repair Kit 2500 #F2500 or approved equal. MFG. NAME & NO.	19	EA	\$333.33	Clow	\$6,333.27
67	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 2-1/2 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	18	EA	\$95.79	Clow	\$1,724.22
68	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 4 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	17	EA	\$198.63	Clow	\$3,376.71
76	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amllok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	1	EA	\$290.54	AFC	\$290.54
81	Hydrant Part Mueller Centurion Improved 5-1/4 Bottom Barrel Extension 2 Foot Mueller Centurion #A-320 or approved equal. MFG. NAME & NO.	1	EA	\$305.66	Mueller	\$305.66
82	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO.	17	EA	\$48.59	Mueller	\$826.03
83	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 4 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	16	EA	\$210.32	Kennedy	\$3,365.12
84	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 2 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	15	EA	\$95.79	Kennedy	\$1,436.85
85	Hydrant Part M & H 129 Pumper Nozzle 4 inch M & H 129 No. 15 or approved equal. MFG. NAME & NO.	1	EA	\$210.32	M&H	\$210.32
108	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 6 Inch or approved equal. MFG. NAME & NO.	1	EA	\$211.11	Mueller	\$211.11
109	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	32	EA	\$264.71	Mueller	\$8,470.72
110	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 18 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO.	6	EA	\$277.78	Mueller	\$1,666.68
114	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 18 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	27	EA	\$515.36	Kennedy	\$13,914.72
115	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 24 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	26	EA	\$559.84	Kennedy	\$14,555.84
133	Hydrant Part Mueller Centurion Upper Barrel A24 with Nozzle Mueller Centurion A18 Pumper A-14 Operator Nut and Stem.	1	EA	\$1,073.58		\$1,073.58
134	Hydrant Part Mueller Centurion Upper Barrel with Nozzle operator nut and stem American Darling B84B 84-18-60.	1	EA	\$1,331.54		\$1,331.54
135	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	1	EA	\$1,514.05		\$1,514.05
136	Hydrant Part M & H 5-1/4" Upper Barrel Operator Nut and Stem with Nozzle M & H 129 #26.	27	EA	\$812.50		\$21,937.50
137	Hydrant Part M & H Main Hydrant Valve Rubber M&H 929 Valve No A-45 M&3.	1	EA	\$52.06		\$52.06
138	Hydrant Part M & H 129 Hose Nozzle 2-1/2 Inch M&H 129 No. 14 or buyer approved equal.	1	EA	\$60.00		\$60.00



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: ISR0017 REBID

COMMODITY/SERVICE DESCRIPTION: HYDRANT PARTS

DATE ISSUED: September 26, 2016

REQUISITION NO.: RQM 16060300491

BID DUE PRIOR TO: November 10, 2016 @ 2:00 PM

COMMODITY CODE: 34060 and 67076
**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID OPENING TIME AND DATE: November 10, 2016 @ 2:15 PM

Irene Sanchez-Rocha

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Senior Buyer

Phone: (512) 974-2554

E-Mail: Irene.sanchez-rocha@austintexas.gov

LIVE BID OPENING ONLINE:

Georgia Billela

For information on how to attend the Bid Opening online, please select this link:

Senior Buyer

Phone: (512) 974-2939

E-Mail: Georgia.billela@austintexas.gov

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # ISR0017 REBID	Purchasing Office-Response Enclosed for Solicitation # ISR0017 REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC THUMB/FLASH DRIVE OF YOUR RESPONSE

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a non-responsive offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	1
0600	BID SHEET – Must be completed and returned with Offer	8
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:

HD Supply Water Works

Company Address:

1301 Wells Branch Pkwy

City, State, Zip:

Pflugerville TX 78660

Federal Tax ID No.

[REDACTED]

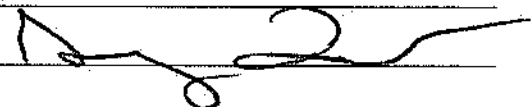
Printed Name of Officer or Authorized Representative:

Gregory Torres

Title:

Warehouse Manager

Signature of Officer or Authorized Representative:



Date:

11/15/16

Email Address:

gregory.torres@hd-supply.com

Phone Number:

(512) 990-8970

* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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STANDARD PURCHASE TERMS AND CONDITIONS**

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by November 3, 2016 close of business, either by fax at 512-974-2388 or via e-mail at Irene.sanchez-rocha@austintexas.gov

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance does not apply to this solicitation.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

Location:

Austin Water Webberville Storeroom

2600 Webberville Road

Austin, Texas 78702

Glen Bell Service Center

3907 S. Industrial Blvd.

Austin, Texas 78744

Days:

Monday – Friday 8:00 AM – 5:00 PM

A. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

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- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State, Zip Code	Austin, TX 7870

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

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9. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

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- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 50%	
Database Name: Bureau of Labor Standards	
Series ID: PCU3329193329194	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
Description of Series ID: Other metal valve and pipe fitting mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All line items	

Weight % or \$ of Base Price: 50%	
Database Name: Bureau of Labor Standards	
Series ID: PCU332919332919	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
Description of Series ID: Other metal valve and pipe fitting mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All line items	

- E. **Calculation:** Price adjustment will be calculated as follows:
- Adjustment of a Portion of the Base Price:** A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

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- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts),
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond, Senior Buyer Austin Water

Darrell.richmond@austintexas.gov

512-972-0313

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
SPECIFICATION FOR
Fire Hydrant, Upper Barrels, Stems and Repair Parts

1.0 PURPOSE

The City of Austin, Austin Water (AW) is responsible for the municipally-owned and operated fire hydrants throughout the City of Austin and its extraterritorial jurisdiction (ETJ). AW requires a contract to provide fire hydrant parts, upper barrels, stems and other miscellaneous parts.

2.0 BACKGROUND

Parts purchased for this contract shall be delivered to the AW Warehouse on Webberville Road, there are times however, when the parts may be delivered to alternate locations dependent on projects.

3.0 CONTRACTOR RESPONSIBILITIES

- 3.1 Contractor shall accept orders only from authorized personnel, as designated by the City.
- 3.2 Contractor shall deliver orders Monday through Friday, 9AM-3PM CT.
- 3.3 Contractor shall ship orders within two (2) business days after the order is placed.
- 3.4 Contractor shall provide all necessary equipment required to deliver and off load orders.
- 3.5 Contractor shall deliver hydrants on pallets.
- 3.6 Contractor may be required to make emergency deliveries of parts. An emergency delivery is defined as any delivery required less than two (2) business days after order is placed, and any delivery required after 5PM CT or on weekends. Contractor may assess an emergency delivery fee for any emergency delivery.

4.0 CITY RESPONSIBILITIES

- 4.1 City will provide Contractor with a list of personnel authorized to order from this contract.
- 4.2 City will place orders by fax or email via a purchase order master agreement release.
- 4.3 City will provide Contractor with a purchase order for each order.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	HD Supply Water works	
Physical Address	1301 Wells Branch Pkwy Ft. Worth TX 78660	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name HD Supply Water Works

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Austin
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

2. Company's Name City of Pflugerville
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

3. Company's Name City of Round Rock
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name HD Supply Waterworks

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: ISR0017 Rebid

PROJECT NAME: Hydrants parts

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

HD Supply Water works
Company Name

Gregory Torres, Warehouse Manager
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

November 15, 2016
Date

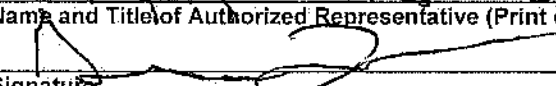
Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed).

SOLICITATION NUMBER:	ISR 0017 Rebid
PROJECT NAME:	Hydrant Pumps

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	HDO Supply Waterworks		
Address	1301 Wells Branch Pkwy		
City, State Zip	Pflugerville TX 78660		
Phone Number	(512) 990-8470	Fax Number	(512) 990-0060
Name of Contact Person	Gregory Torres		
Is Company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)	Gregory Torres Warehouse Manager
Signature	
Date	11/15/16

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

BID NO: ISR0017 REBID

RQM NO. 2200 16060300491

BID OPENING DATE AND TIME: November 10, 2016 AT 2:00 P.M.

Buyer: IRENE SANCHEZ ROCHA

Copies of Bid: Bidder to submit two copies of its signed bid - one original and 1 Thumb/Flash Drive or CD Electronic copy.

Special Instructions: The City intends to award one contract based on overall low cost however reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet in consideration of this solicitation. Be advised that exceptions taken or qualifying statements made to any portion of the solicitation may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	City Stock Number	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Hydrant Part Mueller Centurion 5-1/4 O-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO. MUELLER CO.	340-60-540-002	10	EA	\$1.47	\$14.70
2	Hydrant Part Clow Medallion Main Valve Clow Medallion #M-21 or approved equal. MFG. NAME & NO. CLOW	340-60-542-017	10	EA	\$51.79	\$517.90
3	Hydrant Part Clow Medallion Main Valve Kit - Clow Medallion Main Valve kit or approved equal. MFG. NAME & NO. CLOW	340-60-541-001	5	EA	\$65.51	\$327.55
4	Hydrant Part Clow Medallion Seat Ring Clow Medallion #M19 or approved equal. MFG. NAME & NO. CLOW	340-60-521-003	35	EA	\$305.49	\$10,692.15
5	Hydrant Part Clow Medallion Operating Nut Clow Medallion #M-3 or approved equal. MFG. NAME & NO. CLOW	340-60-542-008	5	EA	\$112.10	\$560.50
6	Hydrant Part Clow Medallion Operating Nut Clow Medallion 2500 #1 or approved equal. MFG. NAME & NO. CLOW	340-60-542-009	5	EA	\$131.77	\$658.85
7	Hydrant Part Clow Medallion 6 inch Extension Kit Clow Medallion 2500 or approved equal MFG. NAME & NO. CLOW	340-60-542-019	5	EA	\$371.64	\$1,858.20

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8	Hydrant Part Clow Medallion 12 Inch Extension Kit Clow Medallion 2500 or approved equal. MFG. NAME & NO. CLOW	340-60-542-020	5	EA	\$433.98	\$2,169.90
9	Hydrant Part 5 1/4 traffic repair kit, Iowa or approved equal. MFG. NAME & NO. CLOW	340-60-115-004	5	EA	\$168.11	\$840.55
10	Hydrant Part 5 1/4 repair kit Waterous or approved equal. MFG. NAME & NO. AFC	340-60-135-004	5	EA	\$647.06	\$3,235.30
11	Hydrant Part 5 1/4 Traffic Repair Part Kit Eddy or approved equal. MFG. NAME & NO.	340-60-541-070	5	EA	\$182.00	\$910.00
12	Hydrant Part M & H Pumper Nozzle 4" M&H 929 Pumper Nozzle #14 or buyer approved equal. MFG. NAME & NO. M&H	340-60-541-055	5	EA	\$210.32	\$1,051.60
13	Hydrant Part American Darling Housing Cover Fiber Gaske American Darling B84B or approved equal. MFG. NAME & NO. AFC	340-60-450-016	200	EA	\$11.50	\$2,300.00
14	Hydrant Part Clow Medallion 5 1/4 Upper Valve Plate Clow Medallion M17 or approved equal. MFG. NAME & NO. CLOW	340-60-521-004	25	EA	\$179.06	\$4,476.50
15	Hydrant Part American Darling B62B breakable rod coupling 62-29-30 or approved equal. MFG. NAME & NO. AFC	340-60-110-004	15	EA	\$78.00	\$1,170.00
16	Hydrant Part American Darling B62B seat O ring outside 62-36-2 or approved equal. MFG. NAME & NO. AFC	340-60-110-008	30	EA	\$29.00	\$870.00
17	Hydrant Part American Darling B62B seat O-ring inside 62-36-3 or approved equal. MFG. NAME & NO. AFC	340-60-110-009	30	EA	\$20.00	\$600.00
18	Hydrant Part American Darling B62B frangible bolt and nut (break away bolt) or approved equal. MFG. NAME & NO. AFC	340-60-110-010	600	EA	\$160.00	\$96,000.00
19	Hydrant Part American Darling B62B main valve 62-41 or approved equal. MFG. NAME & NO. AFC	340-60-110-011	10	EA	\$120.00	\$1,200.00
20	Hydrant Part American Darling B62B hose nozzle O ring 62-20-61 or approved equal. MFG. NAME & NO. AFC	340-60-110-014	150	EA	\$11.00	\$1,650.00
21	Hydrant Part American Darling B62B pumper nozzle O ring 62-25-61 or approved equal. MFG. NAME & NO. AFC	340-60-110-016	150	EA	\$12.00	\$1,800.00
22	Hydrant Part American Darling B84B pipe plug 84-5-3 or approved equal. MFG. NAME & NO. AFC		100	EA	\$8.00	\$800.00
23	Hydrant Part American Darling B62B pipe plug 62-5-3 or approved equal. MFG. NAME & NO.	340-60-110-018	100	EA	\$8.00	\$800.00

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24	Hydrant Part American Darling B84B seat O ring 84-36-1 or approved equal. MFG. NAME & NO. AFC	340-60-450-002	50	EA	\$58.00	\$2,900.00
25	Hydrant Part American Darling B84B housing O ring 84-2-2 or approved equal. MFG. NAME & NO. AFC	340-60-450-005	50	EA	\$22.00	\$1,100.00
26	Hydrant Part American Darling B62B drain lever rivet 62-34 or approved equal. MFG. NAME & NO. AFC	340-60-450-007	50	EA	\$8.00	\$400.00
27	Hydrant Part American Darling B62B upper rod 62-30-11 or approved equal. MFG. NAME & NO.	340-60-450-012	10	EA	\$276.00	\$2,760.00
28	Hydrant Part American Darling B84B upper rod 84-30-11 or approved equal. MFG. NAME & NO. AFC	340-60-450-013	10	EA	\$276.00	\$2,760.00
29	Hydrant Part 5 1/4 Clow Medallion main valve kit M15, M16, M18, M20, M21, M22 or approved equal. MFG. NAME & NO. CLOW	340-60-521-002	100	EA	\$447.00	\$44,700.00
30	Hydrant Part Mueller improved threaded break away safety stem co H-75 or approved equal. MFG. NAME & NO. MUELLER	340-60-540-006	15	EA	\$159.00	\$2,385.00
31	Hydrant Part 5 1/4 American Darling B84B traffic model rod coupling 84-29-30 or buyer approved equal. MFG. NAME & NO. AFC	340-60-541-009	15	EA	\$78.00	\$1,170.00
32	Hydrant Part 5 1/4 Kennedy Guardian K81A drain valve K8136 or buyer approved equal. MFG. NAME & NO. KENNEDY	340-60-541-012	15	EA	\$210.00	\$3,150.00
33	Hydrant Part American Darling B84B main hydrant valve 84-41 or approved equal. MFG. NAME & NO. AFC	340-60-541-099	60	EA	\$120.00	\$7,200.00
34	Hyd Part Mueller improved uper stem H-74 or buyer approved equal. MFG. NAME & NO. MUELELR	340-60-541-011	10	EA	\$165.00	\$1,650.00
35	Hyd Part Kennedy 5 1/4 Repair Kit K10B Model or approved equal. MFG. NAME & NO. KENNEDY	340-60-105-010	10	EA	\$220.00	\$2,200.00
36	Hydrant Part American Darling Operating Nut American Darling B62B Operating Nut 62-1 or approved equal. MFG. NAME & NO. AFC	340-60-110-001	125	EA	\$317.00	\$39,625.00
37	Hydrant Part Mueller Centurion Retaining Screw Nozzle Lock Mueller Centurion #A-13 or approved equal. MFG. NAME & NO. MUELLER	340-60-127-002	200	EA	\$2.00	\$400.00
38	Hydrant Part American Darling Steel Spring American Darling B62B No.62-30-03 or approved equal. MFG. NAME & NO. AFC	340-60-450-001	20	EA	\$116.00	\$2,320.00
39	Hydrant Part American Darling Housing cover American Darling B62B #62-9 or approved equal. MFG. NAME & NO.	340-60-450-003	20	EA	\$89.00	\$1,780.00

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40	Hydrant Part American Darling Cover Fiber Gasket American Darling B62B #62-13 or approved equal. MFG. NAME & NO. AFC	340-60-450-004	75	EA	\$11.00	\$825.00
41	Hydrant Part American Darling Drain Lever American Darling B62B #62-31 or approved equal. MFG. NAME & NO.	340-60-450-008	15	EA	\$228.00	\$3,420.00
42	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35 or approved equal. MFG. NAME & NO.	340-60-450-009	30	EA	\$489.00	\$14,670.00
43	Hydrant Part American Darling Valve Top American Darling B62B Valve Top #62-40 or approved equal. MFG. NAME & NO. AFC	340-60-450-010	15	EA	\$78.00	\$1,170.00
44	Hydrant Part American Darling Valve Bottom American Darling B62B Valve Bottom #62-42 or approved equal. MFG. NAME & NO.	340-60-450-011	10	EA	\$138.00	\$1,380.00
45	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35-02 or approved equal. MFG. NAME & NO. AFC	340-60-450-014	20	EA	\$489.00	\$9,780.00
46	Hydrant Part American Darling Pump Nozzle American Darling Pump Nozzle #62-25-60 and 84-25-60 (2005 and newer) or approved equal. MFG. NAME & NO. AFC	340-60-450-015	20	EA	\$392.00	\$7,840.00
47	Hydrant Part American Darling Threaded Breakaway Couples Mueller Improved Threaded Break Away Couples Safe H-95 or approved equal. MFG. NAME & NO. AFC	340-60-540-008	15	EA	\$48.24	\$723.60
48	Hydrant Part American Darling 5 1/4 Seat Ring American Darling B84B Seat Ring 84-35-02 or approved equal. MFG. NAME & NO. AFC	340-60-541-002	40	EA	\$479.00	\$19,160.00
49	Hydrant Part American Darling Hydrant Spring American Darling B84B Hydrant Spring 84-30-03 or approved equal. MFG. NAME & NO. AFC	340-60-542-000	15	EA	\$116.00	\$1,740.00
50	Hydrant Part Kennedy Operating Nut Kennedy K81A Operating Nut K8102 or approved equal. MFG. NAME & NO. KENNEDY	340-60-542-010	15	EA	\$200.00	\$3,000.00
51	Hydrant Part American Darling Operating Nut American Darling B84B Operating Nut 84-1 or approved equal. MFG. NAME & NO. AFC	340-60-542-011	60	EA	\$276.00	\$16,560.00
52	Hydrant Part American Darling Nose Nuzzle 2 1/2" American Darling B84B Nose Nuzzle 2 1/2" 54-84-20-3 or approved equal. MFG. NAME & NO. AFC	340-60-542-012	40	EA	\$138.00	\$5,520.00
53	Hydrant Part American Darling Pumper Nuzzle 4" American Darling B84B Pumper Nuzzle 4" 84-25-3 or approved equal. MFG. NAME & NO. AFC	340-60-542-013	15	EA	\$392.00	\$5,880.00
54	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-49 or approved equal. MFG. NAME & NO. MUELLER	340-60-580-001	15	EA	\$26.00	\$390.00
55	Hydrant Part Mueller Centurion Lock Washer Mueller Centurion Lock Washer #A-48 or approved equal. MFG. NAME & NO. MUELLER	340-60-580-002	30	EA	\$5.90	\$177.00

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56	Hydrant Part Mueller Centurion Cap Nut Seal Mueller Centurion Cap Nut Seal #A-47 or approved equal. MFG. NAME & NO. MUELLER	340-60-580-003	50	EA	\$2.30	\$115.00
57	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-46 or approved equal. MFG. NAME & NO. MUELLER	340-60-580-004	15	EA	\$38.00	\$570.00
58	Hydrant Part Mueller Centurion Improved Valve Plate Nut Mueller Centurion Improved Valve Plate Nut #H-90 approved equal. MFG. NAME & NO. MUELLER	340-60-580-006	50	EA	\$16.00	\$800.00
59	Hydrant Part Mueller Centurion Improved Cap Nut Brass Mueller Centurion Improved Cap Nut Brass #H-91 or approved equal. MFG. NAME & NO. MUELLER	340-60-580-007	20	EA	\$35.00	\$700.00
60	Hydrant Part Mueller Centurion Improved Upper Stem Mueller Centurion Improved Upper Stem #H-74 or approved equal. MFG. NAME & NO. MUELLER	340-60-580-008	10	EA	\$205.00	\$2,050.00
61	Hydrant Part Clow Medallion 5-1/4 Extension Kit 6 Inch Clow Medallion 5-1/4 Extension Kit 6 Inch R1620679 or approved equal. MFG. NAME & NO. CLOW	340-60-520-001	5	EA	\$393.51	\$1,967.55
62	Hydrant Part Clow Medallion 5-1/4 Extension Kit 12 Inch Clow Medallion 5-1/4 Extension Kit 12 Inch R1620665 or approved equal. MFG. NAME & NO. CLOW	340-60-520-002	5	EA	\$433.98	\$2,169.90
63	Hydrant Part Clow Medallion 5-1/4 Extension Kit 18 Inch Clow Medallion 5-1/4 Extension Kit 18 Inch R1620666 or approved equal. MFG. NAME & NO. CLOW	340-60-520-003	5	EA	\$492.53	\$2,462.65
64	Hydrant Part Clow Medallion 5-1/4 Extension Kit 24 Inch Clow Medallion 5-1/4 Extension Kit 24 Inch R1620667 or approved equal. MFG. NAME & NO. CLOW	340-60-520-004	5	EA	\$535.03	\$2,675.15
65	Hydrant Part Clow Medallion 5-1/4 Repair Kit Clow Medallion Repair Kit R1620653 or approved equal. MFG. NAME & NO.	340-60-521-001	30	EA	\$178.00	\$5,340.00
66	Hydrant Part Clow Medallion 5-1/4 Repair Kit 2500 Clow Medallion Repair Kit 2500 #F2500 or approved equal. MFG. NAME & NO. CLOW	340-60-130-003	10	EA	\$333.33	\$3,333.30
67	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 2-1/2 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO. CLOW	340-60-471-001	10	EA	\$95.79	\$957.90
68	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 4 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO. CLOW	340-60-471-002	10	EA	\$198.63	\$1,986.30
69	Hydrant Part American Darling Ground Line Extension Kit 6 Inch American Darling 5-1/4 B-84B Extension Kit 6 Inch or approved equal. MFG. NAME & NO. AFC	340-60-111-005	10	EA	\$171.18	\$1,711.80
70	Hydrant Part American Darling Ground Line Extension Kit 12 Inch American Darling 5-1/4 B-84B Extension Kit 12 Inch or approved equal. MFG. NAME & NO.	340-60-111-006	15	EA	\$188.11	\$2,821.65

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71	Hydrant Part American Darling Ground Line Extension Kit 18 Inch American Darling 5-1/4 B-84B Extension Kit 18 Inch or approved equal. MFG. NAME & NO. AFC	340-60-111-007	10	EA	\$214.20	\$2,142.00
72	Hydrant Part American Darling Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-84B Extension Kit 24 Inch or approved equal. MFG. NAME & NO. AFC	340-60-111-008	10	EA	\$241.80	\$2,418.00
73	Hydrant Part American Darling B-62B Traffic Repair Kit American Darling 5-1/4 B-62B Hydrant Traffic Repair Kit (1986 and newer) approved equal. MFG. NAME & NO. AFC	340-60-581-001	50	EA	\$171.18	\$8,559.00
74	Hydrant Part American Darling B-84B Traffic Repair Kit American Darling 5-1/4 B-84B Hydrant Traffic Repair Kit or approved equal. MFG. NAME & NO.	340-60-581-002	80	EA	\$95.00	\$7,600.00
75	Hydrant Part American Darling nozzle fits B62B & B-84B 2-1/2 inch - American Flow Control #62-20-3 & 84-20-3 Hose nozzles-Amlok (Both are interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO. AFC	340-60-110-013	30	EA	\$105.00	\$3,150.00
76	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amlok (Both are interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO. AFC	340-60-110-015	15	EA	\$290.54	\$4,358.10
77	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 12 Inch Long American Darling 5-1/4 B-62B Extension Kit 12 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO. AFC	340-60-111-001	20	EA	\$215.00	\$4,300.00
78	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 18 Inch Long American Darling 5-1/4 B-62B Extension Kit 18 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO. AFC	340-60-111-002	10	EA	\$250.00	\$2,500.00
79	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-62B Extension Kit 24 Inch (1986 and newer) or approved equal. MFG. NAME & NO. AFC	340-60-111-003	10	EA	\$286.80	\$2,868.00
80	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 6 Inch Long American Darling 5-1/4 B-62B Extension Kit 6 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO. AFC	340-60-111-004	10	EA	\$180.00	\$1,800.00
81	Hydrant Part Mueller Centurion Improved 5-1/4 Bottom Barrel Extension 2 Foot Mueller Centurion #A-320 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-003	10	EA	\$305.66	\$3,056.60
82	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO. MUELLER	340-60-127-004	10	EA	\$48.59	\$485.90

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83	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 4 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO. KENNEDY	340-60-105-011	10	EA	\$210.32	\$2,103.20
84	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 2 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO. KENNEDY	340-60-105-012	10	EA	\$95.79	\$957.90
85	Hydrant Part M & H 129 Pumper Nozzle 4 inch M & H 129 No. 15 or approved equal. MFG. NAME & NO. M&H	340-60-541-091	5	EA	\$210.32	\$1,051.60
86	Hydrant Part Mueller Centurion Upper Barrel Stem Mueller Centurion #A-11 or approved equal. MFG. NAME & NO. MULLER	340-60-540-005	20	EA	\$112.59	\$2,251.80
87	Hydrant Part Mueller Centurion Oil Filler Plug Mueller Centurion #A-7 or approved equal. MFG. NAME & NO. MUELLER	340-60-540-007	25	EA	\$3.12	\$78.00
88	Hydrant Part Mueller Centurion 5 1/4 Upper Valve Plate Mueller Centurion #A-36 or approved equal. MFG. NAME & NO. MUELLER	340-60-127-003	30	EA	\$121.99	\$3,659.70
89	Hydrant Part Mueller Centurion O-ring for 2 1/2 inch hose nozzle, Mueller Centurion A-20 or approved equal. MFG. NAME & NO. MUELLER	340-60-127-001	25	EA	\$3.01	\$75.25
90	Hydrant Part Mueller Centurion 5 1/4 seat ring Mueller Centurion #A-43 or approved equal. MFG. NAME & NO. MUELLER	340-60-540-001	30	EA	\$187.18	\$5,615.40
91	Hydrant Part Mueller Centurion 5 1/4 O-ring Bottom Seat Mueller Centurion #A44 or approved equal. MFG. NAME & NO. MUELLER	340-60-540-003	10	EA	\$5.29	\$52.90
92	Hydrant Part Mueller Centurion Improved Leather Valve Mueller Centurion #H-81 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-005	10	EA	\$4.40	\$44.00
93	Hydrant Part Mueller Centurion Improved 5 1/4 O-ring Seal Mueller Centurion #H-93 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-007	25	EA	\$6.00	\$150.00
94	Hydrant Part Mueller Centurion Improved 5 1/4 Operating Nut Mueller Centurion #H-51 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-013	80	EA	\$134.59	\$10,767.20
95	Hydrant Part Mueller Centurion Improved Seat Ring Mueller Centurion #H-87 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-009	5	EA	\$195.86	\$979.30
96	Hydrant Part Mueller Centurion Improved Upper Valve Plate Mueller Centurion #H-83 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-010	5	EA	\$141.91	\$709.55
97	Hydrant Part Kennedy Guardian 5 1/4 K81A Main Valve Kennedy Guardian #K8131 or approved equal. MFG. NAME & NO. KENNEDY	340-60-105-004	10	EA	\$124.25	\$1,242.50
98	Hydrant Part Kennedy Guardian 5 1/4 Repair Kit K81A Kennedy Guardian #K8149 Collision Repair Kit or approved equal. MFG. NAME & NO. KENNEDY	340-60-106-001	25	EA	\$175.91	\$4,397.75

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99	Hydrant Part M & H 129 5-1/4 Repair Kit, M&H #129 Collision Repair Kit or approved equal. MFG. NAME & NO. M&H	340-60-120-015	20	EA	\$171.72	\$3,434.40
100	Hydrant Part M & H 929 Hose Nozzle 2-1/2" M & H 929 No. 51 or approved equal. MFG. NAME & NO. M&H	340-60-541-054	5	EA	\$95.79	\$478.95
101	Hydrant Part M & H 929 Extension Kit 12" M & H 929 or approved equal. MFG. NAME & NO. M&H	340-60-120-020	5	EA	\$443.76	\$2,218.80
102	Hydrant Part M & H 929 Extension Kit 18" M & H 929 or approved equal. MFG. NAME & NO. M&H	340-60-120-018	5	EA	\$503.58	\$2,517.90
103	Hydrant Part M & H 929 Extension Kit 24" M & H 929 or approved equal. MFG. NAME & NO. M&H	340-60-120-007	5	EA	\$546.99	\$2,734.95
104	Hydrant Part M & H 929 5-1/4 REPAIR KIT, M & H 929 Collision Repair Kit or approved equal. MFG. NAME & NO. M&H	340-60-120-021	20	EA	\$217.06	\$4,341.20
105	Hydrant Part 5 1/4" Kennedy Guardian K81A Upper Stem Kennedy Guardian K8114 or approved equal. MFG. NAME & NO. KENNEDY	340-60-541-015	5	EA	\$154.79	\$773.95
106	Hydrant Part Mueller 5 1/4" Main Valve Rubber Mueller Centurion 5-1/4" Main Valve Rubber or approved equal. MFG. NAME & NO. MUELLER	340-60-570-001	35	EA	\$105.39	\$3,688.65
107	Hydrant Part M & H 29T 5-1/4 Operating Nut M & H 29T or approved equal. MFG. NAME & NO. M&H	340-60-120-014	40	EA	\$350.00	\$14,000.00
108	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 6 Inch or approved equal. MFG. NAME & NO. MUELLER	340-60-126-025	40	EA	\$211.11	\$8,444.40
109	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-001	45	EA	\$264.71	\$11,911.95
110	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 18 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-002	30	EA	\$277.78	\$8,333.40
111	Hydrant Part, Mueller 5-1/4 Pumper Nozzle 4 Inch Mueller Mfg. Part # A-14, City of Austin Thread or approved equal. MFG. NAME & NO. MUELLER	340-60-126-017	10	EA	\$156.16	\$1,561.60
112	Hydrant Part, Mueller Improved 5-1/4 Repair Kit Mueller Mfg. Part # A-301 or approved equal. MFG. NAME & NO. MUELLER	340-60-126-008	75	EA	\$105.88	\$7,941.00
113	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 12 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO. KENNEDY	340-60-106-002	10	EA	\$454.09	\$4,540.90
114	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 18 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO. KENNEDY	340-60-106-003	5	EA	\$515.36	\$2,576.80

BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

115	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 24 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO. KENNEDY	340-60-106-004	5	EA	\$559.84	\$2,799.20
116	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 6 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO. KENNEDY	340-60-106-005	5	EA	\$388.87	\$1,944.35
117	Hydrant Part, Kennedy Guardian 5-1/4 Repair Kit K81A, Kennedy Guardian # K8149 Collision Repair Kit or approved equal. MFG. NAME & NO. KENNEDY	340-60-106-001	20	EA	\$175.91	\$3,518.20
118	Hydrant Part, M & H 929 5-1/4 Repair Kit, M & H # 929, Collision Repair Kit or approved equal. MFG. NAME & NO. M&H	340-60-120-021	10	EA	\$217.06	\$2,170.60
119	Thread Pumper Nozzles Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO. MUELLER, AFC, CLOW, M&H	340-60-126-014	5	EA	\$165.20	\$826.00
120	Hydrant Part, 5-1/4 Hose Nozzle Cap 2-1/2 NST Cap Fits all Hydrants on the SPL NO. WW-3 Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO. MUELLER, KENNEDY, CLOW, M&H	340-60-126-015	5	EA	\$68.44	\$342.20
121	Hydrant Part, M & H 129 5-1/4 Repair Kit, M & H # 129, Collision Repair Kit or approved equal. MFG. NAME & NO. M&H	340-60-120-015	10	EA	\$171.72	\$1,717.20
122	Hydrant Part, M & H 129 Hose Nozzle 2-1/2" M & H 129 NO. 14 or approved equal. MFG. NAME & NO. M&H	340-60-541-090	10	EA	\$95.79	\$957.90
123	Hydrant Part, M & H 929 Hose Nozzle 2-1/2" M & H 929 NO. 51 or approved equal. MFG. NAME & NO.	340-60-541-054	10	EA	\$95.79	\$957.90
124	Hydrant Part, M & H 929 Extension Kit 12" M & H 929 or approved equal. MFG. NAME & NO. M&H	340-60-541-051	5	EA	\$443.76	\$2,218.80
125	Hydrant Part, M & H 929 Extension Kit 18" M & H 929 or approved equal. MFG. NAME & NO. M&H	340-60-541-052	5	EA	\$503.58	\$2,517.90
126	Hydrant Part, M & H 929 Extension Kit 24" M & H 929 or approved equal. MFG. NAME & NO. M&H	340-60-541-053	5	EA	\$546.99	\$2,734.95
127	Hydrant Part, M & H 129 Hose Nozzle 2-1/2 Inch M&H 129 No. 14 or approved equal. MFG. NAME & NO. M&H	340-60-541-090	25	EA	\$95.79	\$2,394.75
128	Hydrant Part, M & H 129 Extension Kit 12" M & H 129 or approved equal. MFG. NAME & NO. M&H	340-60-541-092	5	EA	\$443.28	\$2,216.40
129	Hydrant Part, M & H 129 Extension Kit 18" M & H 129 or approved equal. MFG. NAME & NO.	340-60-541-093	5	EA	\$503.09	\$2,515.45
130	Hydrant Part, M & H 129 Extension Kit 24" M & H 129 or approved equal. MFG. NAME & NO. M&H	340-60-541-094	5	EA	\$546.51	\$2,732.55

BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

131	Hydrant Part, Mueller Gasket Hose Nozzle 2-1/2" Mueller A-19 or approved equal MFG. NAME & NO. MUELLER	340-60-126-027	1,000	EA	\$6.20	\$6,200.00
132	Hydrant Part, Mueller Gasket Hose Nozzle 4" Mueller A-15 or approved equal MFG. NAME & NO. MUELLER	340-60-126-026	1,000	EA	\$12.50	\$12,500.00
Subtotal					\$581,037.35	

BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

NO SUBSTITUTIONS WILL BE ALLOWED FOR BELOW ITEMS						
ITEMS 133-136 UPPER BARREL Fully assembled and completed Upper Barrels, from top to base only, (bury - bottom portion not needed).						
ITEM NO.	ITEM DESCRIPTION	City Stock Number	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
133	Hydrant Part Mueller Centurion Upper Barrel A24 with Nozzle Mueller Centurion A18 Pumper A-14 Operator Nut and Stem.	340-60-540-004	65	EA	\$1,073.58	\$69,782.70
134	Hydrant Part Mueller Centurion Upper Barrel with Nozzle operator nut and stem American Darling B84B 84-18-60.	340-60-541-095	65	EA	\$1,331.54	\$86,550.10
135	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	340-60-541-096	25	EA	\$1,514.05	\$37,851.25
136	Hydrant Part M & H 5-1/4" Upper Barrel Operator Nut and Stem with Nozzle M & H 129 #26.	340-60-542-022	5	EA	\$812.50	\$4,062.50
137	Hydrant Part M & H Main Hydrant Valve Rubber M&H 929 Valve No. A-45 M&H.	340-60-542-016	25	EA	\$52.06	\$1,301.50
138	Hydrant Part M & H 129 Hose Nozzle 2-1/2 Inch M&H 129 No. 14 or buyer approved equal.	340-60-541-090	25	EA	\$60.00	\$1,500.00
139	Hydrant Part American Darling Retainer Hose Nozzle American Darling Retainer Hose Nozzle #62-20-62/84-20-62.	340-60-450-017	75	EA	\$76.47	\$5,735.25
140	Hydrant Part American Darling Retainer Pump Nozzle American Darling Retainer Pump Nozzle #62-25-62/84-25-62.	340-60-450-018	75	EA	\$317.00	\$23,775.00
141	Hydrant Part American Darling Valve Part Operating Nut American Darling 4"-12".	670-76-580-001	50	EA	\$276.00	\$13,800.00
Subtotal					\$244,358.30	
TOTAL					\$825,395.65	
Additional Products or Catalog Items (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD). Please provide any other products or catalog items you will provide the City and the prices you would charge. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase. Please list any additional products or catalog items your Company offers and the associated discount off retail price or mark-up to cost for the listed products or catalog items. A bid of zero ('0') will be interpreted by the City that the additional products or catalog items will be sold at the Manufacturer's Suggested Retail Price. A 'no bid' or blank entry will be interpreted by the City that your Company does not wish to provide additional products or catalog items. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional products or catalog items.						
ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE*	UNIT OF MEASURE			
142	Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price.	No Bid	Discount from MSRP			
143	Other:					
* Unless otherwise specified, Price may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.						
Please check the boxes below as confirmation.						
<input checked="" type="checkbox"/>	Offer Sheet - required					
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required					
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - If applicable					
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required					

BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	No Goals Form & No Goals Utilization Plan (Section 0900) - required
<input checked="" type="checkbox"/>	Copy of Bidder's return policy and credit memo procedures- if applicable <i>N/A</i>
<input type="checkbox"/>	Copy of "Sample Invoice"
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Delivery Method: *Own Truck*

COMPANY NAME:

HD Supply Waterworks
PHONE: *(512) 990-8470*

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME

Jose Garza

PHONE: *(512)*



ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: ISR0017REBID


Addendum No: #1

Date of Addendum: 11/7/16

This addendum is to incorporate the following changes to the above referenced solicitation:

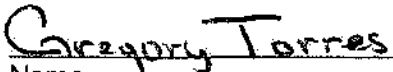
- I. **Clarifications:** Replace bid sheet Section 0600, Quote Sheet, with the attached Quote Sheet marked Revised. The changes are in red.
- II. **Extension:** The proposal due date is hereby extended until Tuesday November 15, 2016, @ 2:00 PM.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Georgia Billela, Senior Buyer
Purchasing Office, 512-974-2939

11/7/16
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

11/15/16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business:

HD Supply Waterworks
Pflugerville, TX United States

Certificate Number:
2017-180633

Date Filed:
03/21/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 2200 GA170000023
Fire Hydrant Repair Parts

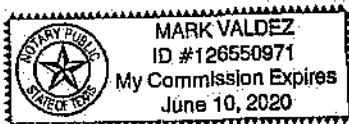
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Enik Olivarez, this the 23rd day of MARCH, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 28, 2017

Hydraflo, Inc.
Buddy Barbay
Vice President
1030 Miliam Street
Beaumont, TX 77701
sales@hydraflo.com

Dear Mr. Barbay:

The Austin City Council approved the execution of a contract with your company for Fire Hydrant Parts in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.Richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Fire Hydrant Repair Parts
Contractor Name:	Hydraflo Inc.
Contract Number:	MA 2200 GA17000023
Contract Period:	3/28/17 – 3/27/18
Dollar Amount	\$228,410 each and Combined
Extension Options:	4 x 12 month options (\$252,647.00 each option each combined)
Requisition Number:	RQM 2200 16060300491
Solicitation Type & Number:	IFB ISR0017 REBID
Agenda Item Number:	30
Council Approval Date:	3/23/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela
Procurement Specialist III
City of Austin
Purchasing Office

cc: Darrell Richmond
Jerry Perez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
HYDRAFLO, INC ("Contractor")
for
FIRE HYDRANTS REPAIR PARTS
MA 2200 GA170000023**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Hydraflo Inc., having offices at Beaumont, TX 77701 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB ISR0017 REBID.

- 1.1 **This Contract is composed of the following documents:**
 - 1.1.1 This document
 - 1.1.2 The City's Solicitation, Invitation for Bid (IFB), ISR0017 REBID including all documents incorporated by reference
 - 1.1.3 Hydraflo Inc. Offer, dated 11/4/2016
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This document
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$228,410 each and combined for the initial Contract term and \$252,647 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Attachment A is list of awarded line items.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Hydraflo Inc.

Buddy Barbay

Printed Name of Authorized Person



Signature

Vice President

Title:

3-27-2017

Date:

CITY OF AUSTIN

Georgia Billela

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

3/28/17

Date:

CITY OF AUSTIN



Printed Name of Authorized Person



Signature

Procurement Supervisor

Title:

3-28-17

Date:

Exhibit A- Awarded Line Items

ATTACHMENT A
Hydraflo Inc. Award Lines

ITEM	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	MFG Name & #	EXT PRICE
30	Hydrant Part Mueller improved threaded break away safety stem co H-75 or approved equal. MFG. NAME & NO.	1	EA	\$51.88	Hydroflo #1050	\$51.88
34	Hyd Part Mueller improved uper stem H-74 or buyer approved equal. MFG. NAME & NO.	6	EA	\$86.53	Hydraflo #1013	\$519.18
60	Hydrant Part Mueller Centurion Improved Upper Stem Mueller Centurion Improved Upper Stem #H-74 or approved equal. MFG. NAME & NO.	1	EA	\$86.53	Hydraflo #1013	\$86.53
86	Hydrant Part Mueller Centurion Upper Barrel Stem Mueller Centurion #A-11 or approved equal. MFG. NAME & NO.	18	EA	\$78.98	Hydraflo	\$1,421.64
87	Hydrant Part Mueller Centurion Oil Filler Plug Mueller Centurion #A-7 or approved equal. MFG. NAME & NO.	21	EA	\$1.50	Hydraflo #1289	\$31.50
88	Hydrant Part Mueller Centurion 5 1/4 Upper Valve Plate Mueller Centurion #A-36 or approved equal. MFG. NAME & NO.	6	EA	\$119.84	Hydraflo #1554	\$719.04
89	Hydrant Part Mueller Centurion O-ring for 2 1/2 inch hose nozzle, Mueller Centurion A-20 or approved equal. MFG. NAME & NO.	24	EA	\$2.31	Hydraflo #1070	\$55.44
90	Hydrant Part Mueller Centurion 5 1/4 seat ring Mueller Centurion #A-43 or approved equal. MFG. NAME & NO.	6	EA	\$158.06	Hydraflo #1553	\$948.36
91	Hydrant Part Mueller Centurion 5 1/4 O-ring Bottom Seat Mueller Centurion #A44 or approved equal. MFG. NAME & NO.	22	EA	\$2.31	Hydraflo #2014	\$50.82
92	Hydrant Part Mueller Centurion Improved Leather Valve Mueller Centurion #H-81 or approved equal. MFG. NAME & NO.	1	EA	\$2.65	Hydraflo #1075	\$2.65
93	Hydrant Part Mueller Centurion Improved 5 1/4 O-ring Seal Mueller Centurion #H-93 or approved equal. MFG. NAME & NO.	1	EA	\$2.31	Hydraflo #1067	\$2.31
94	Hydrant Part Mueller Centurion Improved 5 1/4 Operating Nut Mueller Centurion #H-51 or approved equal. MFG. NAME & NO.	1	EA	\$110.84	Hydraflo #1071	\$110.84
95	Hydrant Part Mueller Centurion Improved Seat Ring Mueller Centurion #H-87 or approved equal. MFG. NAME & NO.	16	EA	\$158.06	Hydraflo #1076	\$2,528.96
96	Hydrant Part Mueller Centurion Improved Upper Valve Plate Mueller Centurion #H-83 or approved equal. MFG. NAME & NO.	8	EA	\$119.84	Hydraflo #2012	\$958.72
97	Hydrant Part Kennedy Guardian 5 1/4 K81A Main Valve Kennedy Guardian #K8131 or approved equal. MFG. NAME & NO.	22	EA	\$49.50	Hydraflo #1238	\$1,089.00
98	Hydrant Part Kennedy Guardian 5 1/4 Repair Kit K81A Kennedy Guardian #K8149 Collision Repair Kit or approved equal. MFG. NAME & NO.	6	EA	\$97.00	Hydraflo #2089	\$582.00
99	Hydrant Part M & H 129 5-1/4 Repair Kit, M&H #129 Collision Repair Kit or approved equal. MFG. NAME & NO.	16	EA	\$80.18	Hydraflo #1424	\$1,282.88
100	Hydrant Part M & H 929 Hose Nozzle 2-1/2" M & H 929 No. 51 or approved equal. MFG. NAME & NO.	1	EA	\$58.04	Hydraflo #1203	\$58.04
104	Hydrant Part M & H 929 5-1/4 REPAIR KIT, M & H 929 Collision Repair Kit or approved equal. MFG. NAME & NO.	7	EA	\$84.20	Hydraflo #1507	\$589.40
105	Hydrant Part 5 1/4" Kennedy Guardian K81A Upper Stem Kennedy Guardian K8114 or approved equal. MFG. NAME & NO.	21	EA	\$78.98	Hydraflo #1490	\$1,658.58

ATTACHMENT A
Hydraflo Inc. Award Lines

106	Hydrant Part Mueller 5 1/4" Main Valve Rubber Mueller Centurion 5-1/4" Main Valve Rubber or approved equal. MFG. NAME & NO.	15	EA	\$36.30	Hydraflo #1445 - Non Reversible	\$544.50
107	Hydrant Part M & H 29T 5-1/4 Operating Nut M & H 29T or approved equal. MFG. NAME & NO.	20	EA	\$113.60	Hydraflo #1550	\$2,272.00
111	Hydrant Part, Mueller 5-1/4 Pumper Nozzle 4 Inch Mueller Mfg. Part #A-14, City of Austin Thread or approved equal. MFG. NAME & NO.	16	EA	\$136.62	Hydraflo #1056	\$2,185.92
112	Hydrant Part, Mueller Improved 5-1/4 Repair Kit Mueller Mfg. Part # A-301 or approved equal. MFG. NAME & NO.	1	EA	\$98.00	Hydraflo #207497	\$98.00
113	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 12 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	26	EA	\$222.60	Hydraflo #1484-12	\$5,787.60
116	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 6 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	32	EA	\$194.36	Hydraflo #1484-6	\$6,219.52
119	Hydrant Part, 5-1/4 Hose Nozzle Cap 4 Inch, Cap Fits All City of Austin Thread Pumper Nozzles Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO.	27	EA	\$41.80	Hydraflo #1090 PUMPER NOZZLE CAP	\$1,128.60
120	Hydrant Part, 5-1/4 Hose Nozzle Cap 2-1/2 NST Cap Fits all Hydrants on the SPL NO. WW-3 Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO.	22	EA	\$30.36	Hydraflo #1005	\$667.92
121	Hydrant Part, M & H 129 5-1/4 Repair Kit, M & H # 129, Collision Repair Kit or approved equal. MFG. NAME & NO.	16	EA	\$80.18	Hydraflo #1424	\$1,282.88
122	Hydrant Part, M & H 129 Hose Nozzle 2-1/2" M & H 129 NO. 14 or approved equal. MFG. NAME & NO.	1	EA	\$58.04	Hydraflo #1203	\$58.04
123	Hydrant Part, M & H 929 Hose Nozzle 2-1/2" M & H 929 NO. 51 or approved equal. MFG. NAME & NO.	1	EA	\$58.04	Hydraflo #1203	\$58.04
124	Hydrant Part, M & H 929 Extension Kit 12" M & H 929 or approved equal. MFG. NAME & NO.	7	EA	\$238.91	Hydraflo #1467-12	\$1,672.37
125	Hydrant Part, M & H 929 Extension Kit 18" M & H 929 or approved equal MFG. NAME & NO.	18	EA	\$273.99	Hydraflo #1467-18	\$4,931.82
126	Hydrant Part, M & H 929 Extension Kit 24" M & H 929 or approved equal MFG. NAME & NO.	7	EA	\$302.81	Hydraflo #1467-24	\$2,119.67
128	Hydrant Part, M & H 129 Extension Kit 12" M & H 129 or approved equal MFG. NAME & NO.	16	EA	\$224.83	Hydraflo #1464-12	\$3,597.28
129	Hydrant Part, M & H 129 Extension Kit 18" M & H 129 or approved equal MFG. NAME & NO.	1	EA	\$258.75	Hydraflo #1464-18	\$258.75
130	Hydrant Part, M & H 129 Extension Kit 24" M & H 129 or approved equal MFG. NAME & NO.	1	EA	\$292.85	Hydraflo #1464-24	\$292.85
131	Hydrant Part, Mueller Gasket Hose Nozzle 2-1/2 Mueller A-19 or approved equal MFG. NAME & NO.	19	EA	\$2.31	Hydraflo #2046	\$43.89
132	Hydrant Part, Mueller Gasket Hose Nozzle 4" Mueller A-15 or approved equal. MFG. NAME & NO.	20	EA	\$3.50	Hydraflo #2047	\$70.00



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: ISR0017 REBID

COMMODITY/SERVICE DESCRIPTION: HYDRANT PARTS

DATE ISSUED: September 26, 2016

REQUISITION NO.: RQM 16060300491

BID DUE PRIOR TO: November 10, 2016 @ 2:00 PM

COMMODITY CODE: 34060 and 67076
**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID OPENING TIME AND DATE: November 10, 2016 @ 2:15 PM

Irene Sanchez-Rocha

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Senior Buyer

Phone: (512) 974-2554

E-Mail: Irene.sanchez-rocha@austintexas.gov

LIVE BID OPENING ONLINE:

Georgia Billela

For information on how to attend the Bid Opening online, please select
this link:

Senior Buyer

Phone: (512) 974-2939

E-Mail: Georgia.billela@austintexas.gov

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # ISR0017 REBID	Purchasing Office-Response Enclosed for Solicitation # ISR0017 REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC THUMB/FLASH DRIVE OF YOUR RESPONSE

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a non-responsive offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	1
0600	BID SHEET – Must be completed and returned with Offer	8
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Hydraflo, Inc.

Company Address: 1030 Milam St.

City, State, Zip: Beaumont, TX 77701

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Buddy Barbay

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: 11-4-2016

Email Address: sales@hydraflo.com

Phone Number: 800-327-7853

* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by November 3, 2016 close of business, either by fax at 512-974-2388 or via e-mail at Irene.sanchez-rocha@austintexas.gov

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance does not apply to this solicitation.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

Location:

Austin Water Webberville Storeroom

2600 Webberville Road

Austin, Texas 78702

Glen Bell Service Center

3907 S. Industrial Blvd.

Austin, Texas 78744

Days:

Monday – Friday 8:00 AM – 5:00 PM

A. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

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- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State Zip Code	Austin, TX 7870

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

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9. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 50%	
Database Name: Bureau of Labor Standards	
Series ID: PCU3329193329194	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
Description of Series ID: Other metal valve and pipe fitting mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All line items	

Weight % or \$ of Base Price: 50%	
Database Name: Bureau of Labor Standards	
Series ID: PCU332919332919	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
Description of Series ID: Other metal valve and pipe fitting mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All line items	

E. **Calculation:** Price adjustment will be calculated as follows:

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond, Senior Buyer Austin Water

Darrell.richmond@austintexas.gov

512-972-0313

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
SPECIFICATION FOR
Fire Hydrant, Upper Barrels, Stems and Repair Parts

1.0 PURPOSE

The City of Austin, Austin Water (AW) is responsible for the municipally-owned and operated fire hydrants throughout the City of Austin and its extraterritorial jurisdiction (ETJ). AW requires a contract to provide fire hydrant parts, upper barrels, stems and other miscellaneous parts.

2.0 BACKGROUND

Parts purchased for this contract shall be delivered to the AW Warehouse on Webberville Road, there are times however, when the parts may be delivered to alternate locations dependent on projects.

3.0 CONTRACTOR RESPONSIBILITIES

- 3.1 Contractor shall accept orders only from authorized personnel, as designated by the City.
- 3.2 Contractor shall deliver orders Monday through Friday, 9AM-3PM CT.
- 3.3 Contractor shall ship orders within two (2) business days after the order is placed.
- 3.4 Contractor shall provide all necessary equipment required to deliver and off load orders.
- 3.5 Contractor shall deliver hydrants on pallets.
- 3.6 Contractor may be required to make emergency deliveries of parts. An emergency delivery is defined as any delivery required less than two (2) business days after order is placed, and any delivery required after 5PM CT or on weekends. Contractor may assess an emergency delivery fee for any emergency delivery.

4.0 CITY RESPONSIBILITIES

- 4.1 City will provide Contractor with a list of personnel authorized to order from this contract.
- 4.2 City will place orders by fax or email via a purchase order master agreement release.
- 4.3 City will provide Contractor with a purchase order for each order.

NOT LOCAL. LOCATED IN BEAUMONT, TX

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm			
Physical Address			
Is your headquarters located in the Corporate City Limits? (circle one)		Yes	No
or			
Has your branch office been located in the Corporate City Limits for the last 5 years?			
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)		Yes	No

SUBCONTRACTOR(S):

Name of Local Firm			
Physical Address			
Is your headquarters located in the Corporate City Limits? (circle one)		Yes	No
or			
Has your branch office been located in the Corporate City Limits for the last 5 years		Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)		Yes	No

SUBCONTRACTOR(S):

Name of Local Firm			
Physical Address			
Is your headquarters located in the Corporate City Limits? (circle one)		Yes	No
or			
Has your branch office been located in the Corporate City Limits for the last 5 years		Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)		Yes	No

Section 0700: Reference SheetResponding Company Name Hydraflo, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Fairfax Water
Name and Title of Contact Melanie Tilotson - Buyer
Project Name Various Fire Hydrant Parts Bids
Present Address 8570 Executive Park Ave.
City, State, Zip Code Fairfax, VA 22031
Telephone Number (703) 289-6264 Fax Number ()
Email Address mtillotson@fairfaxwater.org

2. Company's Name City of Irving
Name and Title of Contact Daryl Taylor - Buyer
Project Name Fire Hydrant Parts Bid
Present Address 3333 Valley View Drive
City, State, Zip Code Irving, TX 75061
Telephone Number (972) 721-7389 Fax Number ()
Email Address dtaylor@cityofirving.org

3. Company's Name City of Memphis
Name and Title of Contact Mario Chiozza - Buyer
Project Name Hydraflo Fire Hydrant Parts
Present Address 125 N. Main
City, State, Zip Code Memphis, TN 38103
Telephone Number (901) 320-5380 Fax Number ()
Email Address mario.chiozza@memphistn.gov

Section 0835: Non-Resident Bidder Provisions

Company Name Hydraflo, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	ISR0017 REBID
PROJECT NAME:	Fire Hydrant Upper Barrels, Stems and Repair Parts


The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope
If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.
Yes ☐

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
Hydraflo, Inc.	
Company Name	
Buddy Barbay - Vice President	
Name and Title of Authorized Representative (Print or Type)	
 11-14-16	11-4-2016
Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: ISR0017 REBID

PROJECT NAME: Fire Hydrant Upper Barrels, Stems and Repair Parts

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Hydraflo, Inc.		
Address	1030 Milam St.		
City, State Zip	Beaumont, TX 77701		
Phone Number	800-327-7853	Fax Number	409-832-4954
Name of Contact Person	Buddy Barbay		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Buddy Barbay - Vice President

Name and Title of Authorized Representative (Print or Type)

Buddy Barbay
Signature

11-4-2016

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

BID NO: ISR0017 REBID

RQM NO. 2200 16060300491

BID OPENING DATE AND TIME: Novemeber 10, 2016 AT 2:00 P.M.

Buyer: IRENE SANCHEZ ROCHA

Copies of Bid: Bidder to submit two copies of its signed bid - one original and 1 Thumb/Flash Drive or CD Electronic copy.

Special Instructions: The City intends to award one contract based on overall low cost however reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet in consideration of this solicitation. Be advised that exceptions taken or qualifying statements made to any portion of the solicitation may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	City Stock Number	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Hydrant Part Mueller Centurion 5-1/4 0-ring top seat #A-39 Mueller Centurion or approved equal. MFG. NAME & NO. Hydraflo #2013	340-60-540-002	10	EA	\$2.31	\$23.10
2	Hydrant Part Clow Medallion Main Valve Clow Medallion #M-21 or approved equal. MFG. NAME & NO.	340-60-542-017	10	EA	NO BID	\$0.00
3	Hydrant Part Clow Medallion Main Valve Kit - Clow Medallion Main Valve kit or approved equal. MFG. NAME & NO.	340-60-541-001	5	EA	NO BID	\$0.00
4	Hydrant Part Clow Medallion Seat Ring Clow Medallion #M19 or approved equal. MFG. NAME & NO.	340-60-521-003	35	EA	NO BID	\$0.00
5	Hydrant Part Clow Medallion Operating Nut Clow Medallion #M-3 or approved equal. MFG. NAME & NO.	340-60-542-008	5	EA	NO BID	\$0.00
6	Hydrant Part Clow Medallion Operating Nut Clow Medallion 2500 #1 or approved equal. MFG. NAME & NO.	340-60-542-009	5	EA	NO BID	\$0.00
7	Hydrant Part Clow Medallion 6 inch Extension Kit Clow Medallion 2500 or approved equal. MFG. NAME & NO.	340-60-542-019	5	EA	NO BID	\$0.00
8	Hydrant Part Clow Medallion 12 Inch Extension Kit Clow Medallion 2500 or approved equal. MFG. NAME & NO.	340-60-542-020	5	EA	NO BID	\$0.00
9	Hydrant Part 5 1/4 traffic repair kit, Iowa or approved equal. MFG. NAME & NO.	340-60-115-004	5	EA	NO BID	\$0.00
10	Hydrant Part 5 1/4 repair kit Waterous or approved equal. MFG. NAME & NO.	340-60-135-004	5	EA	NO BID	\$0.00
11	Hydrant Part 5 1/4 Traffic Repair Part Kit Eddy or approved equal. MFG. NAME & NO.	340-60-541-070	5	EA	NO BID	\$0.00
12	Hydrant Part M & H Pumper Nozzle 4" M&H 929 Pumper Nozzle #14 or buyer approved equal. MFG. NAME & NO.	340-60-541-055	5	EA	NO BID	\$0.00
13	Hydrant Part American Darling Housing Cover Fiber Gaske American Darling B84B or approved equal. MFG. NAME & NO.	340-60-450-016	200	EA	NO BID	\$0.00
14	Hydrant Part Clow Medallion 5 1/4 Upper Valve Plate Clow Medallion M17 or approved equal. MFG. NAME & NO.	340-60-521-004	25	EA	NO BID	\$0.00

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

15	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B breakable rod coupling 62-29-30	340-60-110-004	15	EA	NO BID	\$0.00
16	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B seat O ring outside 62-36-2 or	340-60-110-008	30	EA	NO BID	\$0.00
17	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B seat O-ring inside 62-36-3 or	340-60-110-009	30	EA	NO BID	\$0.00
18	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B frangible bolt and nut (break away bolt)	340-60-110-010	600	EA	NO BID	\$0.00
19	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B main valve 62-41 or approved	340-60-110-011	10	EA	NO BID	\$0.00
20	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B hose nozzle O ring 62-20-61 or	340-60-110-014	150	EA	NO BID	\$0.00
21	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B pumper nozzle O ring 62-25-61 or	340-60-110-016	150	EA	NO BID	\$0.00
22	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B84B pipe plug 84-5-3 or approved	340-60-110-017	100	EA	NO BID	\$0.00
23	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B pipe plug 62-5-3 or approved	340-60-110-018	100	EA	NO BID	\$0.00
24	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B84B seat O ring 84-36-1 or approved	340-60-450-002	50	EA	NO BID	\$0.00
25	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B84B housing O ring 84-2-2 or	340-60-450-005	50	EA	NO BID	\$0.00
26	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B drain lever rivet 62-34 or	340-60-450-007	50	EA	NO BID	\$0.00
27	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B62B upper rod 62-30-11 or approved	340-60-450-012	10	EA	NO BID	\$0.00
28	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B84B upper rod 84-30-11 or approved	340-60-450-013	10	EA	NO BID	\$0.00
29	Hydrant Part 5 1/4 Clow Medallion main valve kit M15, M16, M18, M20, M21, M22 or approved equal. MFG. NAME & NO.		340-60-521-002	100	EA	NO BID	\$0.00
30	Hydrant Part Mueller improved threaded break away safety stem co H-75 or approved equal. MFG. NAME & NO. Hydraflo #1050		340-60-540-006	15	EA	\$51.88	\$778.20
31	Hydrant Part 5 1/4 American Darling B84B traffic model rod coupling 84-29-30 or buyer approved equal. MFG. NAME & NO.		340-60-541-009	15	EA	NO BID	\$0.00
32	Hydrant Part 5 1/4 Kennedy Guardian K81A drain valve K8136 or buyer approved equal. MFG. NAME & NO.		340-60-541-012	15	EA	NO BID	\$0.00
33	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling B84B main hydrant valve 84-41 or	340-60-541-099	60	EA	NO BID	\$0.00
34	Hyd Part Mueller improved uper stem H-74 or buyer approved equal. MFG. NAME & NO. Hydraflo #1013		340-60-541-011	10	EA	\$86.53	\$865.30
35	Hyd Part Kennedy 5 1/4 Repair Kit K10B Model or approved equal. MFG. NAME & NO.		340-60-105-010	10	EA	NO BID	\$0.00
36	Hydrant Part American or approved equal. MFG. NAME & NO.	Darling Operating Nut American Darling B62B Operating Nut 62-1 or approved equal.	340-60-110-001	125	EA	NO BID	\$0.00
37	Hydrant Part Mueller Centurion Retaining Screw Nozzle Lock Mueller Centurion #A-13 or approved equal. MFG. NAME & NO. Mueller A-13		340-60-127-002	200	EA	\$1.00	\$200.00

REVISED
BID SHEET
CITY OF AUSTIN
FIRE HYDRANT, UPPER BARRELS, STEMS AND REPAIR PARTS

38	Hydrant Part American Darling Steel Spring American Darling B62B No.62-30-03 or approved equal. MFG. NAME & NO.	340-60-450-001	20	EA	NO BID	\$0.00
39	Hydrant Part American Darling Housing cover American Darling B62B #62-9 or approved equal. MFG. NAME & NO.	340-60-450-003	20	EA	NO BID	\$0.00
40	Hydrant Part American Darling Cover Fiber Gasket American Darling B62B #62-13 or approved equal. MFG. NAME & NO.	340-60-450-004	75	EA	NO BID	\$0.00
41	Hydrant Part American Darling Drain Lever American Darling B62B #62-31 or approved equal. MFG. NAME & NO.	340-60-450-008	15	EA	NO BID	\$0.00
42	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35 or approved equal. MFG. NAME & NO.	340-60-450-009	30	EA	NO BID	\$0.00
43	Hydrant Part American Darling Valve Top American Darling B62B Valve Top #62-40 or approved equal. MFG. NAME & NO.	340-60-450-010	15	EA	NO BID	\$0.00
44	Hydrant Part American Darling Valve Bottom American Darling B62B Valve Bottom #62-42 or approved equal. MFG. NAME & NO.	340-60-450-011	10	EA	NO BID	\$0.00
45	Hydrant Part American Darling Seat Ring American Darling B62B Seat Ring #62-35-02 or approved equal. MFG. NAME & NO.	340-60-450-014	20	EA	NO BID	\$0.00
46	Hydrant Part American Darling Pump Nozzle American Darling Pump Nozzle #62-25-60 and 84-25-60 (2005 and newer) or approved equal. MFG. NAME & NO.	340-60-450-015	20	EA	NO BID	\$0.00
47	Hydrant Part American Darling Threaded Breakaway Couples Mueller Improved Threaded Break Away Couples Safe H-95 or approved equal. MFG. NAME & NO.	340-60-540-008	15	EA	NO BID	\$0.00
48	Hydrant Part American Darling 5 1/4 Seat Ring American Darling B84B Seat Ring 84-35-02 or approved equal. MFG. NAME & NO.	340-60-541-002	40	EA	NO BID	\$0.00
49	Hydrant Part American Darling Hydrant Spring American Darling B84B Hydrant Spring 84-30-03 or approved equal. MFG. NAME & NO.	340-60-542-000	15	EA	NO BID	\$0.00
50	Hydrant Part Kennedy Operating Nut Kennedy K81A Operating Nut K8102 or approved equal. MFG. NAME & NO.	340-60-542-010	15	EA	NO BID	\$0.00
51	Hydrant Part American Darling Operating Nut American Darling B84B Operating Nut 84-1 or approved equal. MFG. NAME & NO.	340-60-542-011	60	EA	NO BID	\$0.00
52	Hydrant Part American Darling Nose Nuzzle 2 1/2" American Darling B84B Nose Nuzzle 2 1/2" 54-84-20-3 or approved equal. MFG. NAME & NO.	340-60-542-012	40	EA	NO BID	\$0.00
53	Hydrant Part American Darling Pumper Nuzzle 4" American Darling B84B Pumper Nuzzle 4" 84-25-3 or approved equal. MFG. NAME & NO.	340-60-542-013	15	EA	NO BID	\$0.00
54	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-49 or approved equal. MFG. NAME & NO. Hydraflo #2020	340-60-580-001	15	EA	\$19.32	\$289.80
55	Hydrant Part Mueller Centurion Lock Washer Mueller Centurion Lock Washer #A-48 or approved equal. MFG. NAME & NO. Hydraflo #1599	340-60-580-002	30	EA	\$5.25	\$157.50
56	Hydrant Part Mueller Centurion Cap Nut Seal Mueller Centurion Cap Nut Seal #A-47 or approved equal. MFG. NAME & NO. Hydraflo #1597	340-60-580-003	50	EA	\$1.91	\$95.50
57	Hydrant Part Mueller Centurion Lower Valve Plate Nut Mueller Centurion Lower Valve Plate Nut #A-46 or approved equal. MFG. NAME & NO. Hydraflo #2028 for hydrants PRIOR to 1997	340-60-580-004	15	EA	\$18.00	\$270.00
58	Hydrant Part Mueller Centurion Improved Valve Plate Nut Mueller Centurion Improved Valve Plate Nut #H-90 approved equal. MFG. NAME & NO. Hydraflo #1047	340-60-580-006	50	EA	\$7.13	\$356.50
59	Hydrant Part Mueller Centurion Improved Cap Nut Brass Mueller Centurion Improved Cap Nut Brass #H-91 or approved equal. MFG. NAME & NO. Hydraflo #1048	340-60-580-007	20	EA	\$19.32	\$386.40
60	Hydrant Part Mueller Centurion Improved Upper Stem Mueller Centurion Improved Upper Stem #H-74 or approved equal. MFG. NAME & NO. Hydraflo #1013	340-60-580-008	10	EA	\$86.53	\$865.30

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61	Hydrant Part Clow Medallion 5-1/4 Extension Kit 6 Inch Clow Medallion 5-1/4 Extension Kit 6 Inch R1620679 or approved equal. MFG. NAME & NO.	340-60-520-001	5	EA	NO BID	\$0.00
62	Hydrant Part Clow Medallion 5-1/4 Extension Kit 12 Inch Clow Medallion 5-1/4 Extension Kit 12 Inch R1620665 or approved equal. MFG. NAME & NO.	340-60-520-002	5	EA	NO BID	\$0.00
63	Hydrant Part Clow Medallion 5-1/4 Extension Kit 18 Inch Clow Medallion 5-1/4 Extension Kit 18 Inch R1620666 or approved equal. MFG. NAME & NO.	340-60-520-003	5	EA	NO BID	\$0.00
64	Hydrant Part Clow Medallion 5-1/4 Extension Kit 24 Inch Clow Medallion 5-1/4 Extension Kit 24 Inch R1620667 or approved equal. MFG. NAME & NO.	340-60-520-004	5	EA	NO BID	\$0.00
65	Hydrant Part Clow Medallion 5-1/4 Repair Kit Clow Medallion Repair Kit R1620653 or approved equal. MFG. NAME & NO.	340-60-521-001	30	EA	NO BID	\$0.00
66	Hydrant Part Clow Medallion 5-1/4 Repair Kit 2500 Clow Medallion Repair Kit 2500 #F2500 or approved equal. MFG. NAME & NO.	340-60-130-003	10	EA	NO BID	\$0.00
67	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 2-1/2 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	340-60-471-001	10	EA	NO BID	\$0.00
68	Hydrant Part Clow Medallion 5-1/4 Pumper Nozzle 4 Inch Clow Medallion #M36 or approved equal. MFG. NAME & NO.	340-60-471-002	10	EA	NO BID	\$0.00
69	Hydrant Part American Darling Ground Line Extension Kit 6 Inch American Darling 5-1/4 B-84B Extension Kit 6 Inch or approved equal. MFG. NAME & NO.	340-60-111-005	10	EA	NO BID	\$0.00
70	Hydrant Part American Darling Ground Line Extension Kit 12 Inch American Darling 5-1/4 B-84B Extension Kit 12 Inch or approved equal. MFG. NAME & NO.	340-60-111-006	15	EA	NO BID	\$0.00
71	Hydrant Part American Darling Ground Line Extension Kit 18 Inch American Darling 5-1/4 B-84B Extension Kit 18 Inch or approved equal. MFG. NAME & NO.	340-60-111-007	10	EA	NO BID	\$0.00
72	Hydrant Part American Darling Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-84B Extension Kit 24 Inch or approved equal. MFG. NAME & NO.	340-60-111-008	10	EA	NO BID	\$0.00
73	Hydrant Part American Darling B-62B Traffic Repair Kit American Darling 5-1/4 B-62B Hydrant Traffic Repair Kit (1986 and newer) approved equal. MFG. NAME & NO. .	340-60-581-001	50	EA	NO BID	\$0.00
74	Hydrant Part American Darling B-84B Traffic Repair Kit American Darling 5-1/4 B-84B Hydrant Traffic Repair Kit or approved equal. MFG. NAME & NO.	340-60-581-002	80	EA	NO BID	\$0.00
75	Hydrant Part American Darling nozzle fits B62B & B-84B 2-1/2 inch - American Flow Control #62-20-3 & 84-20-3 Hose nozzles-Amllok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-110-013	30	EA	NO BID	\$0.00
76	Hydrant Part American Darling nozzle fits B62B & B-84B 4 inch - American Flow Control #62-25-3 & 84-25-3 Steamer Nozzle-Amllok (Both are Interchangeable) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-110-015	15	EA	NO BID	\$0.00
77	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 12 Inch Long American Darling 5-1/4 B-62B Extension Kit 12 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-001	20	EA	NO BID	\$0.00
78	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 18 Inch Long American Darling 5-1/4 B-62B Extension Kit 18 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-002	10	EA	NO BID	\$0.00
79	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 24 Inch American Darling 5-1/4 B-62B Extension Kit 24 Inch (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-003	10	EA	NO BID	\$0.00

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80	Hydrant Part American Darling 5-1/4 B-62B Ground Line Extension Kit 6 Inch Long American Darling 5-1/4 B-62B Extension Kit 6 Inch Long (1986 and newer) or approved equal. MFG. NAME & NO.	340-60-111-004	10	EA	NO BID	\$0.00
81	Hydrant Part Mueller Centurion Improved 5-1/4 Bottom Barrel Extension 2 Foot Mueller Centurion #A-320 or approved equal. MFG. NAME & NO. Hydraflo #134197-24	340-60-126-003	10	EA	\$364.00	\$3,640.00
82	Hydrant Part Mueller Centurion Hose Nozzle 2-1/2 Inch Mueller Centurion #A-18, City of Austin Thread or approved equal. MFG. NAME & NO. Hydraflo #1008	340-60-127-004	10	EA	\$51.66	\$516.60
83	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 4 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-105-011	10	EA	NO BID	\$0.00
84	Hydrant Part Kennedy 5-1/4 K81A Pumper Nozzle 2 inch Kennedy Guardian #K8140/ Nozzled (Hose or Steamer) City of Austin Thread or approved equal. MFG. NAME & NO.	340-60-105-012	10	EA	NO BID	\$0.00
85	Hydrant Part M & H 129 Pumper Nozzle 4 inch M & H 129 No. 15 or approved equal. MFG. NAME & NO.	340-60-541-091	5	EA	NO BID	\$0.00
86	Hydrant Part Mueller Centurion Upper Barrel Stem Mueller Centurion #A-11 or approved equal. MFG. NAME & NO. Hydraflo number depends on year model	340-60-540-005	20	EA	\$78.98	\$1,579.60
87	Hydrant Part Mueller Centurion Oil Filler Plug Mueller Centurion #A-7 or approved equal. MFG. NAME & NO. Hydraflo #1289	340-60-540-007	25	EA	\$1.50	\$37.50
88	Hydrant Part Mueller Centurion 5 1/4 Upper Valve Plate Mueller Centurion #A-36 or approved equal. MFG. NAME & NO. Hydraflo #1554	340-60-127-003	30	EA	\$119.84	\$3,595.20
89	Hydrant Part Mueller Centurion O-ring for 2 1/2 inch hose nozzle, Mueller Centurion A-20 or approved equal. MFG. NAME & NO. Hydraflo #1079	340-60-127-001	25	EA	\$2.31	\$57.75
90	Hydrant Part Mueller Centurion 5 1/4 seat ring Mueller Centurion #A-43 or approved equal. MFG. NAME & NO. Hydraflo #1553	340-60-540-001	30	EA	\$158.06	\$4,741.80
91	Hydrant Part Mueller Centurion 5 1/4 O-ring Bottom Seat Mueller Centurion #A44 or approved equal. MFG. NAME & NO. Hydraflo #2014	340-60-540-003	10	EA	\$2.31	\$23.10
92	Hydrant Part Mueller Centurion Improved Leather Valve Mueller Centurion #H-81 or approved equal. MFG. NAME & NO. Hydraflo #1075	340-60-126-005	10	EA	\$2.65	\$26.50
93	Hydrant Part Mueller Centurion Improved 5 1/4 O-ring Seal Mueller Centurion #H-93 or approved equal. MFG. NAME & NO. Hydraflo #1067	340-60-126-007	25	EA	\$2.31	\$57.75
94	Hydrant Part Mueller Centurion Improved 5 1/4 Operating Nut Mueller Centurion #H-51 or approved equal. MFG. NAME & NO. Hydraflo #1071 for hydrants PRIOR to 1988	340-60-126-013	80	EA	\$110.84	\$8,867.20
95	Hydrant Part Mueller Centurion Improved Seat Ring Mueller Centurion #H-87 or approved equal. MFG. NAME & NO. Hydraflo #1076	340-60-126-009	5	EA	\$158.06	\$790.30
96	Hydrant Part Mueller Centurion Improved Upper Valve Plate Mueller Centurion #H-83 or approved equal. MFG. NAME & NO. Hydraflo #2012	340-60-126-010	5	EA	\$119.84	\$599.20
97	Hydrant Part Kennedy Guardian 5 1/4 K81A Main Valve Kennedy Guardian #K8131 or approved equal. MFG. NAME & NO. Hydraflo #1238	340-60-105-004	10	EA	\$49.50	\$495.00
98	Hydrant Part Kennedy Guardian 5 1/4 Repair Kit K81A Kennedy Guardian #K8149 Collision Repair Kit or approved equal. MFG. NAME & NO. Hydraflo #2089	340-60-106-001	25	EA	\$97.00	\$2,425.00
99	Hydrant Part M & H 129 5-1/4 Repair Kit, M&H #129 Collision Repair Kit or approved equal. MFG. NAME & NO. Hydraflo #1424 for hydrants PRIOR to 1996	340-60-120-015	20	EA	\$80.18	\$1,603.60
100	Hydrant Part M & H 929 Hose Nozzle 2-1/2" M & H 929 No. 51 or approved equal. MFG. NAME & NO. Hydraflo #1203	340-60-541-054	5	EA	\$58.04	\$290.20
101	Hydrant Part M&H 29T 5-1/4 STEM 12 IN or approved equal. MFG. NAME & NO.	340-60-120-020	5	EA	NO BID	\$0.00
102	Hydrant Part M&H 29T 5-1/4 STEM 18 IN EXT BARREL or approved equal. MFG. NAME & NO.	340-60-120-018	5	EA	NO BID	\$0.00

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103	Hydrant Part M&H 29T 5-1/4 EXT BARREL 24 IN LONG or approved equal. MFG. NAME & NO.	340-60-120-007	5	EA	NO BID	\$0.00
104	Hydrant Part M & H 929 5-1/4 REPAIR KIT, M & H 929 Collision Repair Kit or approved equal. MFG. NAME & NO. Hydraflo #1507	340-60-120-021	20	EA	\$84.20	\$1,684.00
105	Hydrant Part 5 1/4" Kennedy Guardian K81A Upper Stem Kennedy Guardian K8114 or approved equal. MFG. NAME & NO. Hydraflo #1490	340-60-541-015	5	EA	\$78.98	\$394.90
106	Hydrant Part Mueller 5 1/4" Main Valve Rubber Mueller Centurion 5-1/4" Main Valve Rubber or approved equal. MFG. NAME & NO. Hydraflo #1445 NON REVERSIBLE	340-60-570-001	35	EA	\$36.30	\$1,270.50
107	Hydrant Part M & H 29T 5-1/4 Operating Nut M & H 29T or approved equal. MFG. NAME & NO. Hydraflo #1550 for hydrants PRIOR to 1996	340-60-120-014	40	EA	\$113.60	\$4,544.00
108	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 6 Inch or approved equal. MFG. NAME & NO. Hydraflo #134197-6	340-60-126-025	40	EA	\$235.00	\$9,400.00
109	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 12 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO. Hydraflo #134197-12	340-60-126-001	45	EA	\$265.00	\$11,925.00
110	Hydrant Part, Mueller Improved 5-1/4 Bottom Barrel Extension Kit 18 Inch Mueller Mfg. Part # A-320 or approved equal. MFG. NAME & NO. Hydraflo #134197-18	340-60-126-002	30	EA	\$311.00	\$9,330.00
111	Hydrant Part, Mueller 5-1/4 Pumper Nozzle 4 Inch Mueller Mfg. Part #A-14, City of Austin Thread or approved equal. MFG. NAME & NO. Hydraflo #1056	340-60-126-017	10	EA	\$136.62	\$1,366.20
112	Hydrant Part, Mueller Improved 5-1/4 Repair Kit Mueller Mfg. Part # A-301 or approved equal. MFG. NAME & NO. Hydraflo #207497	340-60-126-008	75	EA	\$98.00	\$7,350.00
113	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 12 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO. Hydraflo #1484-12	340-60-106-002	10	EA	\$222.60	\$2,226.00
114	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 18 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	340-60-106-003	5	EA	NO BID	\$0.00
115	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 24 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO.	340-60-106-004	5	EA	NO BID	\$0.00
116	Hydrant Part, Kennedy Guardian 5-1/4 Extension Kit 6 Inch K81A, Kennedy Guardian # K8150 Extension Kit or approved equal. MFG. NAME & NO. Hydraflo #1484-6	340-60-106-005	5	EA	\$194.36	\$971.80
117	Deleted	0	0	EA		
118	Deleted	0	0	EA		
119	Thread Pumper Nozzles Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO. Hydraflo #1090 pumper nozzle CAP	340-60-126-014	5	EA	\$41.80	\$209.00
120	Hydrant Part, 5-1/4 Hose Nozzle Cap 2-1/2 NST Cap Fits all Hydrants on the SPL NO. VW-3 Mfg. Clow, Kennedy, AFC, Mueller or approved equal. MFG. NAME & NO. Hydraflo #1005	340-60-126-015	5	EA	\$30.36	\$151.80
121	Hydrant Part, M & H 129 5-1/4 Repair Kit, M & H # 129, Collision Repair Kit or approved equal. MFG. NAME & NO. Hydraflo #1424 for hydrants PRIOR to 1996	340-60-120-015	10	EA	\$80.18	\$801.80
122	Hydrant Part, M & H 129 Hose Nozzle 2-1/2" M & H 129 NO. 14 or approved equal. MFG. NAME & NO. Hydraflo #1203	340-60-541-090	10	EA	\$58.04	\$580.40
123	Hydrant Part, M & H 929 Hose Nozzle 2-1/2" M & H 929 NO. 51 or approved equal. MFG. NAME & NO. Hydraflo #1203	340-60-541-054	10	EA	\$58.04	\$580.40
124	Hydrant Part, M & H 929 Extension Kit 12" M & H 929 or approved equal. MFG. NAME & NO. Hydraflo #1467-12	340-60-541-051	5	EA	\$238.91	\$1,194.55
125	Hydrant Part, M & H 929 Extension Kit 18" M & H 929 or approved equal. MFG. NAME & NO. Hydraflo #1467-18	340-60-541-052	5	EA	\$273.99	\$1,369.95
126	Hydrant Part, M & H 929 Extension Kit 24" M & H 929 or approved equal. MFG. NAME & NO. Hydraflo #1467-24	340-60-541-053	5	EA	\$302.81	\$1,514.05
127	Deleted	0	0	EA		

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128	Hydrant Part, M & H 129 Extension Kit 12" M & H 129 or approved equal MFG. NAME & NO. Hydraflo #1464-12 for hydrants PRIOR to 1996	340-60-541-092	5	EA	\$224.83	\$1,124.15
129	Hydrant Part, M & H 129 Extension Kit 18" M & H 129 or approved equal MFG. NAME & NO. Hydraflo #1464-18 for hydrants PRIOR to 1996	340-60-541-093	5	EA	\$258.75	\$1,293.75
130	Hydrant Part, M & H 129 Extension Kit 24" M & H 129 or approved equal MFG. NAME & NO. Hydraflo #1464-24 for hydrants PRIOR to 1996	340-60-541-094	5	EA	\$292.85	\$1,464.25
131	Hydrant Part, Mueller Gasket Hose Nozzle 2-1/2" Mueller A-19 or approved equal MFG. NAME & NO. Hydraflo #2046	340-60-126-027	1,000	EA	\$2.31	\$2,310.00
132	Hydrant Part, Mueller Gasket Hose Nozzle 4" Mueller A-15 or approved equal. MFG. NAME & NO. Hydraflo #2047	340-60-126-026	1,000	EA	\$3.50	\$3,500.00
Subtotal					\$100,190.40	

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NO SUBSTITUTIONS WILL BE ALLOWED FOR BELOW ITEMS

ITEMS 133-136 **UPPER BARREL** Fully assembled and completed Upper Barrels, from top to base only, (bury - bottom portion not needed).

ITEM NO.	ITEM DESCRIPTION	City Stock Number	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
133	Hydrant Part Mueller Centurion Upper Barrel A24 with Nozzle Mueller Centurion A18 Pumper A-14 Operator Nut and Stem.	340-60-540-004	65	EA	NO BID	\$0.00
134	Hydrant Part Mueller Centurion Upper Barrel with Nozzle operator nut and stem American Darling B84B 84-18-60.	340-60-541-095	65	EA	NO BID	\$0.00
135	Hydrant Part American Darling Upper Barrel Operator Nut and Stem with Nozzle American Darling B62B 62-18-60.	340-60-541-096	25	EA	NO BID	\$0.00
136	Hydrant Part M & H 5-1/4" Upper Barrel Operator Nut and Stem with Nozzle M & H 129 #26.	340-60-542-022	5	EA	NO BID	\$0.00
137	Hydrant Part M & H Main Hydrant Valve Rubber M&H 929 Valve No A-45 M&3.	340-60-542-016	25	EA	NO BID	\$0.00
138	Hydrant Part M & H 129 Hose Nozzle 2-1/2 Inch M&H 129 No. 14 or buyer approved equal.	340-60-541-090	25	EA	NO BID	\$0.00
139	Hydrant Part American Darling Retainer Hose Nozzle American Darling Retainer Hose Nozzle #62-20-62/84-20-62.	340-60-450-017	75	EA	NO BID	\$0.00
140	Hydrant Part American Darling Retainer Pump Nozzle American Darling Retainer Pump Nozzle #62-25-62/84-25-62.	340-60-450-018	75	EA	NO BID	\$0.00
141	Hydrant Part American Darling Valve Part Operating Nut American Darling 4"-12".	670-76-580-001	50	EA	NO BID	\$0.00

Subtotal \$0.00

TOTAL \$100,190.40

Additional Products or Catalog Items (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide any other products or catalog items you will provide the City and the prices you would charge. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase.

Please list any additional products or catalog items your Company offers and the associated discount off retail price or mark-up to cost for the listed products or catalog items. A bid of zero ('0') will be interpreted by the City that the additional products or catalog items will be sold at the Manufacturer's Suggested Retail Price. A 'no bid' or blank entry will be interpreted by the City that your Company does not wish to provide additional products or catalog items. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional products or catalog items.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE*	UNIT OF MEASURE
142	Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price.	__-0-__%	Discount from MSRP
143	Other: LIST PRICE FROM HYDRAFLO CATALOG DATED JULY 2013		

* Unless otherwise specified, Price may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.

Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - If applicable
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	No Goals Form & No Goals Utilization Plan (Section 0900) - required
<input checked="" type="checkbox"/>	Copy of Bidder's return policy and credit memo procedures- if applicable
<input type="checkbox"/>	Copy of "Sample Invoice"
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Delivery Method: Common LTL carrier or UPS Ground

COMPANY NAME:

Hydraflo, Inc.

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME __Krisha Huckaby__ PHONE: __800-327-7853__



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: ISR0017REBID

Addendum No: #1

Date of Addendum: 11/7/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Replace bid sheet Section 0600, Quote Sheet, with the attached Quote Sheet marked Revised. The changes are in red.
- II. **Extension:** The proposal due date is hereby extended until Tuesday November 15, 2016, @ 2:00 PM.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Georgia Billela, Senior Buyer
Purchasing Office, 512-974-2939

11/7/16
Date

ACKNOWLEDGED BY:

Buddy Barbay
Name

[Signature]
Authorized Signature

11-14-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hydraflo, Inc.
BeaumontBeaumont, TX United States

Certificate Number:
2017-181240

Date Filed:
03/22/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 2200 GA170000023
Fire Hydrant Parts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

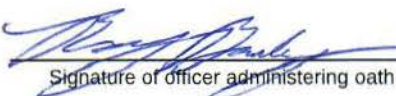


I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Krisha Huckaby, this the 22 day of March, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Buddy Barbay
Printed name of officer administering oath

Vice President
Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Irene Sanchez-Rocha 974-2554	PM Name/Phone	PM Name/Phone
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Darrell Richmond 972-0313
Solicitation No	ISR0017	Project Name	Hydrant Parts
Contract Amount	\$561,228.00	Ad Date (if applicable)	09/12/16
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Hydrant Parts			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
This solicitation is consolidating five (5) contracts.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
34060 - 90%, 67076 - 10%			
Irene Sanchez-Rocha		8/22/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/23/2016	Date Assigned to BDC	8/23/2016
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input checked="" type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

5 MBE, 2 WBE

Subcontracting Opportunities Identified

Hydrant Parts 34060 Valve Parts 67076

Cassidy Villegan

SMBR Staff



Signature/ Date

8.29.14

SMBR Director or Designee



Date

8.29.14

Returned to/ Date: